

Council Meeting Municipality of West Grey 402813 Grey County Rd 4, Durham, ON N0G 1R0

October 15, 2024, 9 a.m.

West Grey municipal office, council chambers and virtual

This meeting shall be held in the Municipality of West Grey council chambers. Members of the public may attend in person or electronically via Zoom.

To join through your computer (or smartphone with the Zoom app) go

to: https://us02web.zoom.us/j/89156262480

To phone in and listen live dial +1 647 558 0588 (long-distance charges may apply)

When prompted, enter the meeting ID: 891 5626 2480

Accessibility of documents: Documents are available in alternate formats upon request. If you require an accessible format or communication support contact the Clerk's Department by email at clerk@westgrey.com or 519-369-2200 to discuss how we can meet your needs.

Pages

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- 1. Call to order
- 2. Moment of reflection
- 3. Declarations of pecuniary interest and general nature thereof
- 4. Delegations/presentations
 - 4.1 Delegation from William Bishop Re: Request for Compensation for Water Damage
 - 4.2 Delegation from Al Leach, Mount Forest Aquatics Ad Hoc Committee
 Re: Request for Financial Support for New Mount Forest Swimming
 Pool
 - 4.3 Delegation from Robin Rich, West Grey Youth Group Inc. Re: Introduction of West Grey Youth Group Inc.
- 5. Public meetings

There are no public meetings.

6. Comment period

In accordance with the West Grey Procedural Bylaw comments may be made to council with respect to a specific agenda item. A maximum of two minutes per person is allotted for comments, with a maximum of ten minutes in total for the comment period.

7. Unfinished business

There is no unfinished business.

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8.	Adopt	Adoption of minutes					
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9.	Comm	mittee and board reports					
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11.	. Staff reports						
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		11.1.1	IPW-2024-35 – Winter Maintenance Agreement – Grey Road 27	72			
		11.1.2	IPW-2024-36 – Access Agreement – Well – Durham Waterworks	80			
12.	Questions In accordance with the West Grey Procedural Bylaw members may request clarification or updates on previous agenda items.						
13.	Bylaws						
	13.1	Bylaw N	No. 2024-085 - Confirming October 15 Meeting	93			
14.	New business						
15.	Announcements						
16.	Closed session There is no closed session.						
17.	Report from closed session There is no closed session.						

18.

Adjournment

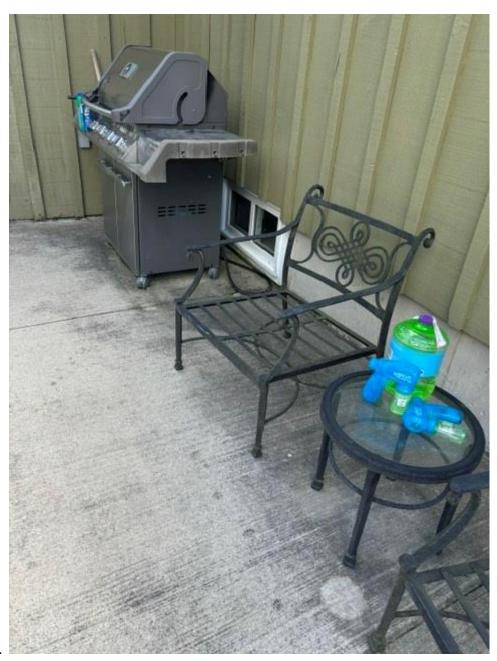
From: Bill Bishop

Sent: Wednesday, September 25, 2024 4:18 PM **To:** Geoff Aitken <<u>publicworks@westgrey.com</u>> **Cc:** Mayor WESTGREY <<u>mayor@westgrey.com</u>>

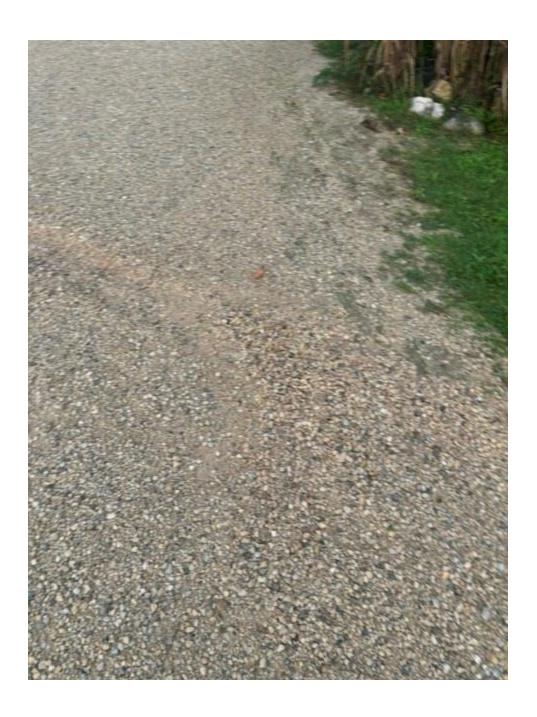
Subject: Fwd: Flooding

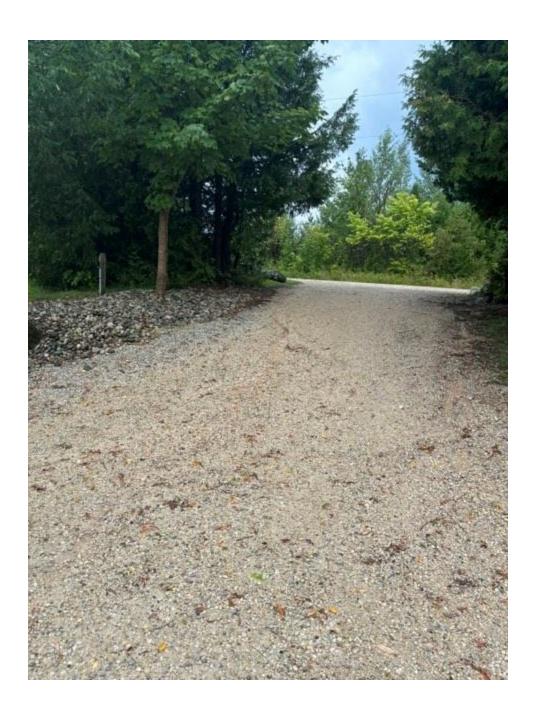
Hi Geoff thanks for taking my call today. Just want to follow up. This is what I sent to mayor when the flooding happened. Gonna attach a few pictures. Just want to let you know that the excavation work and the cleanup and everything is over \$3000 cost of the air conditioner replacement was 3675+ HST, this issue has been an ongoing issue for 10 years as stated in the earlier part I've spent a lot of money redirecting water away from the house over the years, so I am disappointed that the issue has not been addressed the last person that actually came out and saw me was Brent when he was the superintendent, Tim Cook also came the holiday Monday, which was appreciated. He is very receptive when I speak to him thanks. I'm gonna attach a few pictures. I have a lot more here. My phone number

My address is



Rd.







Begin forwarded message:

From:

Date: August 31, 2024 at 9:25:03 AM EDT

To: Mayor WESTGREY < mayor@westgrey.com >

Subject: Re: Flooding

Her address is . it's been an ongoing issue since we moved here in 2011 and

I've been told it was gonna be fixed now 13 years later

Sent from my iPhone

On Aug 31, 2024, at 8:59 AM, Mayor WESTGREY < mayor@westgrey.com > wrote:

Good morning Bill.

I have contacted staff and made them aware of your situation

Where your driveway sits on the hill among other factors on the road profile finding a permanent solution to the issue has been difficult. Finding a solution that is cost effective comes into play as well. I will keep on top of the issue with public works staff until we have a permanent solution for all involved. Sooner than later.

Here's to no more rain for weekend! Sent from my iPhone

On Aug 30, 2024, at 6:40 PM, wrote

Hello Kevin, my name is Bill Bishop. I've been asking for Townsend Lake Road. We just had major flooding tonight and all the water came from the road into our property. I appreciate a phone call. I appreciate a phone call just left you a message on your cell. I've been asking for six years to get this hill fixed I've had lots of vehicle damage over the years and we pay taxes just like everybody else in West Grey and you keep increasing them, but we get no services Over here they just graded the road today and I'll send pictures first of the week of all the damage to my driveway and I expect the town to be paying for it or I will have to deduct it from my taxes when I get a contractor in fix it because it's not my problem three road supervisors, look at this Tim can only do what he can do until the town comes up with some money to fix the problem. I'm very annoyed tonight. Thank you my phone number is

Sent from my iPhone



CENTRE GREY BUILDERS & SUPPLIES

(1975) LIMITED

74 LORNE ST., P.O. BOX 408 MARKDALE, ONT. NOC 1HO

PHONE: 519-986-2641

FAX : 519-986-4655

NO. 2596855

INVOICE

BILLIE HAMNYPERSON SERVICE

DESLAIPTIUN CILLYIL FRILE HMUUUNT

CRLCNG, DRPAN XFC0415 41N

THANK YOU FOR SHOPPING AT CENTRE GREY !

BUBTOTAL

TERMS: CASH - 2% PER MONTH CHARGED AFTER 30 DAYS.

HST # R100890375

RECEIVED BY



How doers get more done.

1590 20th Ave. F., Owen Sound ON NEWSON LIAM CASEY STR MGR (F19) 372 3070

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Verified By PIN VISA CREDIT



13% HST R15577291.

RETURN POLICY DEFINITIONS
POLICY ID DAYS POLICY EXPINES ON 1 90 22/12/2024

DID WE NAIL IIT? Take a short survey for a chance TO WIN A \$3,000 HOME DEPO! GET CARD! SCAN ME



OR GO 10 www.homedepot.com/surver

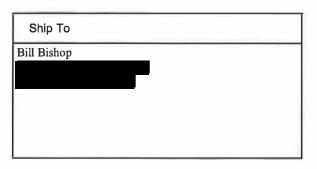
Usen TD: H89 182597 175505 PASSWORD 24473 175443

Entries must be completed within 14 days of purchase. Sae complete rule on website. No purchase necessary. (Sondage offent en français nam ha Web)

Al Thompson Excavating Ltd 605121 Side Road 13 A RR# 3 Markdale, ON NOC 1H0 519-986-2674

Invoice

Date	Invoice #
2024-09-25	



P.O. No.	Terms
	Net 30

Serviced	Qty	Description	Rate	Amount
2024-09-24	8.5	50G Mini Excavator + Tractor w/grader + floating	120.00	1,020.00
2024-09-24	8.5	Skid Steer + floating	100.00	850.00
2024-09-24	1	Tandem Dump Truck load 3/4 Clear Limestone	450.00	450.00
2024-09-24	1	Tandem Dump Truck load 5/8 Limestone Crusher Run	390.00	390.00
		HST (ON) on sales	13.00%	352.30
,				
	-:			
Thank you for your bu	siness.		Total	\$3,062.30

Thank you for your business.

Interest charged at 2% per month (24% per annum)

Please make cheques payable to: Al Thompson Excavating Ltd
E-transfers can be sent to ianjennthompson@gmail.com

Total

\$3,062.30

Payments/Credits
\$0.00

Balance Due
\$3,062.30



September 30, 2024

William Bishop

Attention: Clerk of West Grey

Re: Renewal of Your Policy

Policy: Commercial Hobby Farm Policy Effective: May 30, 2024 - May 30, 2025

Insurer: Edge Mutual Insurance Company

To Whom it may concern:

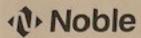
This letter is to confirm that I have advised Bill that it was not in his best interest to submit a water claim (overland) for \$8000ish as it would have implications for his policy for 3-5 years as he would lose his significant claims free discount. Also to keep in mind that his policy deductible would apply.

If you have any questions, please feel free to contact me.

Thank you,

Jenna Gamble

Jenna Gamble Account Executive jgamble@brokerlink.ca (519) 377-9155





81073722-00

CASH ACCOUNT

ST HED A SCHEDATION . ALEMAN HOUSE ACCOUNTS INSIDE SALES

OURTONIERNO 4

BELL TO BILL'S HANDY PERSON WILLIAM DJ BISHOP

594P 2D

BILL'S AMOY PERSON

CASH/DEBIT/CREDIT CARD ONLY

MOBILE CASE ON DEL

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NOWLE COMPORATION

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TOTAL QUANTITY SHIPPED >

LAST PAGE

1873.93 243.61

ORDER ACKNOWLEDGEMENT

PHONE NUMBER: 705-915-3575 TAX MUMBER: 705-915-3575

Past due involces are subject to a little payment charge at a monthly re 2% (36.82% per annum). Restocking tees may be applicable.

TOTAL G.S.T.H.S.T. INVOICE TOTAL













Mount Forest Aquatics Committee - New Outdoor Pool Project

"Dive in and help us build our future."



WEST GREY COUNCIL
October 15, 2024



Introduction

It's happening! The Mount Forest Aquatics Ad-Hoc Advisory Committee have worked with the Township of Wellington North Council and Staff to lead discussions for community input and now lead the fundraising initiatives to build a new outdoor pool in Mount Forest.

Members of this committee are:

Councillor Sherry Burke Councillor Penny Renken

Ray Tout Al Leach Jessica McFarlane Vern Job

Laurie Doney



BACKGROUND

In 2018, the Recreation Master Plan identified the need for a new outdoor pool. The existing Lion Roy Grant pool does not meet current accessibility standards and required repairs & upgrades are too costly to consider. There was a public consultation process in 2022 which engaged the public & a final conceptual drawing was approved by Council. The location of the new Mount Forest outdoor pool will be east of the Mount Forest & District Sports Complex on Princess Street and parking will be shared with the Sports Complex. The present construction cost is estimated at \$5.3 mil. The municipality is committed to \$2.8 mil and community fundraising is set at \$2.5 mil. The feasibility of an indoor was reviewed but they are seldom provided by small to mid-sized communities and they involve yearround maintenance & operating costs.

Our Goals



On October 10, 2023, the final detailed design and update on costs was presented to Wellington North Council. The current cost estimate is \$5,372,680.

Pool construction (aquatics projects) is a special trade with a limited number of contractors to bid and complete the work. Construction costs, including materials, has increased substantially over the last number of years.

For comparison's sake, the City of Burlington just rebuilt their outdoor pool, at the price of early \$7 million. This pool is bigger than what we have planned but did not include any buildings. Similarly, the City of Welland is reconstructing their outdoor pool at a cost of \$6.57 million for the pool and deck only.

Pool Conceptual Design



The new pool will provide an accessible beach entry, lap swimming, a diving tank, and a kids' play area, as well as areas for swim lessons and aquafit classes. Activities can be observed from new shaded social areas on the deck, as well as spectator seating areas. The new bathhouse will include fully accessible shower and change room facilities, as well as staffing and guard areas.

BENEFITS TO THE COMMUNITY

Aquatics is a great way for people of all ages to stay fit and healthy. Our aquatics programs bring the community together and provide opportunities for local youth. Participation in aquatics could lead to scholarships or other educational opportunities.

The establishment of a swimming facility contributes significantly to the enhancement of health and fitness levels, stimulates community growth, and promotes educational advancement. This assertion underscores the multifaceted benefits that such an amenity can offer.

Even More Benefits

Having a strong aquatics program can help with...

promoting physical health, providing safe and constructive activities for youth, fostering community spirit and cooperation, and even potentially increasing local business!

The new pool will also be more environmentally conscious...

The advanced filtration system will recycle over 125,000 gallons (473,176 litres) of water per season! The old pool would have sent this water to waste during the cleaning and filtration process. This means that in the first 10 years of operation over 1 million gallons (3,785,412 litres) of water will be saved!

We know that schools, medical facilities, parks, playgrounds and other recreational opportunities support and attract people to our communities and make them stronger. A swimming facility is part of that recreational opportunity. It is an important part mix as is the swimming the opportunities at Durham Conservation Area and those previously at the Varney CA. A new pool in Mount Forest will service the southern corner of West Grey including Plumeville & Ayton areas as well as other parts of southern West Grey

Donor Recognition Levels

<u>Value</u>	Title	Recognition
\$2,500 - \$9,999	Supporters	Contact us for Recognition Options
\$10,000 - \$24,999	Friends	Contact us for Recognition Options
\$25,000 - \$49,999	Bronze	Contact us for Recognition Options
\$50,000 - \$99,999	Silver	Contact us for Recognition Options
\$100,000	Gold	Name on Swim Lane - 3 available
\$300,000	Platinum	Name on Bathhouse Lobby - 20 years
\$500,000	Diamond	Name on the Aquatic Centre - 20 years

Recognition examples:

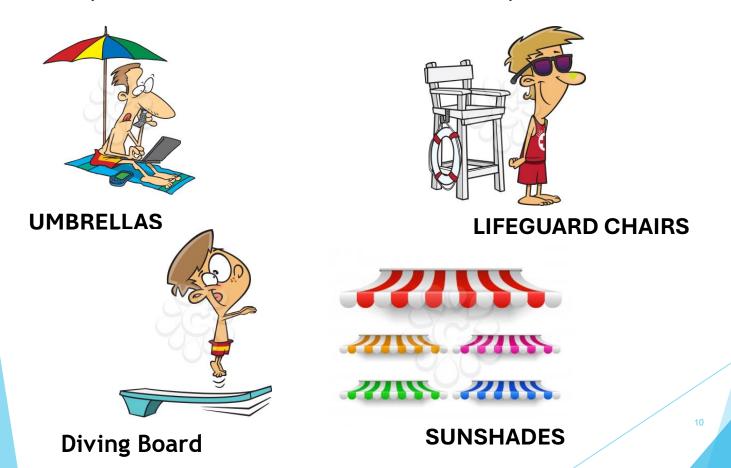
Bronze - sunshades

Silver - pool stairs, beach entry

Gold - bleachers, changerooms, guard chairs, diving board.

Donor recognition to be confirmed on availability.

Examples of items which can be sponsored....



How to make a donation!

Single payment donations:

- Cheque Payable to the Township of Wellington North*
- E-transfers to <u>accounting@wellington-north.com</u>*
 - * include "Donation to MF Aquatics" in e-transfer message/cheque memo

Multiple Payment donations:

- Donations greater than \$10,000 can be made over a three-year time frame.
 Post dated cheques, in equal payments, can be made as follows:
 - 2024 payment when pledge is made
 - 2025 payment dated March 15, 2025
 - 2026 payment dated March 15, 2026

All donations over \$25.00 are eligible for a donation receipt. Personal donations will receive an income tax receipt and corporate donations will receive a corporate donation receipt. Donations greater than \$1,000 are eligible for public recognition.

New Outdoor Pool Project

TOTAL CAMPAIGN GOAL - \$2.5 MIL

To start the project underway - \$2.0 Mil



Current pledges to date: \$250,000

Thank you!

We are counting on your generosity to help us reach our \$2.5 million goal!

"Giving is not just about making a donation. It is about making a difference." – Kathy Calvin

We appreciate all the time and consideration you have provided us with.



Minutes

Council meeting

Municipality of West Grey

Tuesday, October 1, 2024, 9 a.m. West Grey municipal office, council chambers and virtual

Members present: Mayor Kevin Eccles

Deputy Mayor Tom Hutchinson

Councillor Scott Foerster
Councillor Doug Hutchinson
Councillor Joyce Nuhn
Councillor Geoffrey Shea
Councillor Doug Townsend

Staff present: Michele Harris, Chief Administrative Officer

Jamie Eckenswiller, Director of Legislative Services/Clerk

Kerri Mighton, Director of Finance/Treasurer

Karl Schipprack, Director of Community and Development

Services/CBO

Ashley Noble, Communications Coordinator

1. Call to order

Mayor Eccles called the meeting to order at 9:00 a.m.

2. Moment of reflection

Mayor Eccles called for a moment of reflection.

3. Declarations of pecuniary interest and general nature thereof

There were no declarations of interest.

4. Delegations/presentations

There were no delegations/presentations.

5. Public meetings

There were no public meetings.

6. Comment period

Marian Ratcliffe commented on item 10.2, specifically, item 3 contained therein respecting Dark Sky protection and project ZA06.2024 – DJ Land (Saddler Street).

7. Unfinished business

There was no unfinished business.

8. Adoption of minutes

- 8.1 Minutes of the Regular Council Meeting held on September 17, 2024
- 8.2 Minutes of the Public Meeting held on September 17, 2024
- 8.3 Minutes of the Special Council Meeting held on September 18, 2024

R-241001-001 Moved by Deputy Mayor Hutchinson Seconded by Councillor Townsend

"THAT the minutes of the regular council meeting held on September 17, 2024, public meeting held on September 17, 2024, and special council meeting held on September 18, 2024, be adopted."

Carried

9. Committee and board reports

9.1 Minutes of the Saugeen Valley Conservation Authority Board Meeting held on July 18, 2024

R-241001-002 Moved by Councillor Foerster Seconded by Councillor Hutchinson

"THAT the minutes of the committee and boards are hereby received."

Carried

10. Correspondence

10.1 Correspondence received for which direction of council is required

10.1.1 Correspondence from Melissa Pegelo Re: Request for Donation of Durham Ball Diamond for

R-241001-003

Moved by Councillor Townsend Seconded by Deputy Mayor Hutchinson

"THAT in consideration of correspondence received from Melissa Pegelo respecting a request for a donation of the Durham Ball Diamond for a charity ball tournament, council receives the correspondence for information purposes."

Carried

10.2 Correspondence received which is presented for the information of council

R-241001-004 Moved by Councillor Shea Seconded by Councillor Hutchinson

"THAT council receives all correspondence not otherwise dealt with."

Carried

11. Staff reports

11.1 Director of Development and Community Services/CBO

11.1.1 West Grey Police Services Property Update

The Director of Development and Community Services/CBO provided an overview of the report.

R-241001-005 Moved by Deputy Mayor

Moved by Deputy Mayor Hutchinson Seconded by Councillor Shea

"THAT in consideration of staff report 'West Grey Police Services Property Update', council:

1. Directs staff to proceed with servicing lands for the new West Grey Police Services building, the Grey County

paramedic building, and proposed subdivision at a cost of \$1,323,860 (cost includes a \$50,000 contingency and approximately \$152,000 to be billed to Grey County) plus HST;

- 2. Authorizes the Mayor and Clerk to sign all necessary documents with Cedarwell Excavating to complete the road and servicing works;
- 3. Directs staff to enter into an agreement with Hydro One for two easements to allow Hydro One equipment to be placed on municipal land;
- 4. Directs staff to enter into an agreement with Grey County for the shared cost of construction, access, and maintenance of a hydro transformer that will be located on West Grey lands that will provide hydro to the West Grey Police Station and the Grey County Paramedic Station; and
- 5. Directs staff to investigate and report back on options for the future sale of the residential lots located on the police station lands."

Carried

11.2 Chief Administrative Officer

11.2.1 Consideration of Shared County Planning Model

The Chief Administrative Officer provided an overview of the report.

R-241001-006 Moved by Councillor Foerster Seconded by Councillor Nuhn

"THAT in consideration of staff report 'Consideration of Shared County Planning Model', council directs staff to provide comments and feedback to the County of Grey on the proposal for a shared county planning model based on Council's feedback."

Carried

12. Questions

Deputy Mayor Hutchinson followed-up on a previous question respecting the quorum of a previous Saugeen Municipal Airport Commission meeting, nothing that the commission was operating under the previous governance bylaw and therefore had quorum for the meeting.

13. Bylaws

- 13.1 Bylaw No. 2024-080 Confirming October 1 Meeting
- 13.2 Bylaw No. 2024-081 Routine Disclosure and Active Dissemination Policy
- 13.3 Bylaw No. 2024-082 ZA06.2024 DJ Land
- 13.4 Bylaw No. 2024-083 ZA18.2024 Weber
- 13.5 Bylaw No. 2024-084 ZA15.2024 1993934 Ontario Inc.

R-241001-007 Moved by Councillor Townsend Seconded by Councillor Hutchinson

"THAT Bylaw Numbers 2024-080, 2024-081, 2024-082, 2024-083 and 2024-084 be passed and enacted."

Carried

14. New business

There was no new business.

15. Announcements

Councillor Foerster announced that the 50th anniversary for the Neustadt Lions Club is taking place on October 4, 2024, at the Neustadt Community Centre, and that the West Grey Library is having a fundraiser event, 'For the Love of Reading', at the Durham Town Hall on October 5, 2024, from 11 a.m. until 5 p.m.

Mayor Eccles advised that the West Grey Durham Lions Club is hosting a vendor show on October 5, 2024, at the Durham arena.

Deputy Mayor Hutchinson announced that on September 25, 2024, the Elmwood Fire Department held its service awards night, recognizing three recipients for 15 years of dedicated service.

16. Closed session

There was no closed session.

17. Report from closed session

There was no closed session.

18. Adjournment

The business contained on the agenda having been completed, Mayor Eccles adjourned the meeting at 9:53 a.m.

Mayor Kevin Eccles	Jamie M. Eckenswiller, Clerk



THE SAUGEEN MUNICIPAL AIRPORT COMMISSION REGULAR MEETING MINUTES

Wednesday, September 18, 2024, 9:00 a.m. Boardroom, Saugeen Municipal Airport

Commissioners Present: Dave Hocking, Chair **Absent:** None

Tom Hutchinson, Vice Chair

Carl Kuhnke Others: Tim Olds, Airport Manager (by phone)

Victor Danielli Catherine McKay, Secretary

Moe Hanif

Guests: Joyce Nuhn, Councillor, Municipality of West Grey

1. Call to Order

The Chair called the meeting to order at 9:02 a.m. and introduced Joyce Nuhn, Councillor, Municipality of West Grev.

2. Approval of the Agenda

Motion Moved by T. Hutchinson

Seconded by C. Kuhnke

That the agenda for September 18, 2024 be approved as presented.

Carried

3. Disclosure of Pecuniary Interest and Declaration of Conflict of Interest - None declared.

4. Adoption of Minutes

Discussion arose regarding the provision in the corporate by-law that a quorum shall be a majority of the commissioners, at least two of whom must be representatives of the municipalities. Since the final approval of the by-law occurred on September 3, 2024, the August 21, 2024 meeting was not covered by that provision.

Motion Moved by M. Hanif

Seconded by T. Hutchinson

That the minutes of the August 21, 2024 meeting be approved as circulated.

Carried

5. Business Arising from Minutes

A. Corporate and Procedural By-laws

The three municipalities have approved the corporate by-law which, along with the procedural by-law, is now posted on the SMA web site.

B. Airport Management Council of Ontario, Program Outline for the Ontario Airport Capital Assistance Program

The paper was acknowledged as a positive for airports

6. Reports

A. APM's Report

Profit from fuel is up. The Supported Choices visit was a success and is positive for the airport. The new 30 litre fuel tank to replace the 10 litre tank was sourced by the Airport Manager on a used equipment web site and purchased for \$1,500. It will enable bulk fuel purchases which will increase profit on fuel sales.

The Chair called Marvin Freiburger to thank him for transporting the tank at no cost from Ayr, and acknowledged the contribution of John Hein who made his boom truck available to pick up the tank. He

also recognized Commissioner Danielli and others who prepared the tank for installation and use, as well as Ann Danielli who is a strong supporter of the airport.

Motion Moved by V. Danielli

Seconded by M. Hanif

That the APM's report for August 2024 be received for information.

Carried

Motion Moved by C. Kuhnke

Seconded by M. Hanif

That the APM be authorized to spend \$1,800 to supplement the \$1,200 received from the "Save On Energy" grant to upgrade the lighting in the terminal which will save about \$800 in annual energy costs.

Carried

B. COPA 54/Friends of the Saugeen Municipal Airport Update

At the meeting on September 14, 2024, Jack Zeinstra resigned as President. Election of the executive will take place on October 12, 2024. Communication has been re-established with the national level of COPA54 which will be helpful for future events. The Christmas party will take place on December 21, 2024 in late afternoon or early evening, with the time, menu and price to be determined. The pork chop dinner raised \$2,540, more than enough to pay for the annual subscription to the Canadian Flight Information Broadcast system (CFIB), and the organization will hold discussions as to how to better advertise the event next year.

Motion Moved by M. Hanif

Seconded by T. Hutchinson

That the COPA54/Friends of the Saugeen Municipal Airport report be received for information.

Carried

7. Accounts

A. Financial Statements as of August 32, 2024

Clarification was provided on membership expenses. In anticipation of the 2025 budget to be presented at the November meeting, SMA will write to the three municipal owners to emphasize the need for stability in their contributions to the airport's budget and the importance of keeping pace with increasing costs.

Motion Moved by C. Kuhkne

Seconded by V. Danielli

That the financial statements dated August 31, 2024 be approved as presented.

Carried

8. New Business

A. Schedule of Fees

Proposed fees for 2025 will be considered at the October meeting.

B. Signing Authorities

The signing authorities at Meridian Credit Union were out of date and have been updated to include the Chair, and the Vice-Chair whose information will be provided to Meridian by the Secretary.

9. Adjournment and Next Meeting

The Chair declared the business of the Saugeen Municipal Airport concluded and the meeting accordingly adjourned at 9:40 a.m.

Dates to Remember

Landing Gear Diner Third Anniversary Celebration, September 21, 2024

SMA Regular Meeting, Wednesday October 9, 2024, Saugeen Municipal Airport, 1:00 p.m.

SMA Regular Meeting, Wednesday November 20, 2024, Saugeen Municipal Airport, 1:00 p.m.

SMA Regular Meeting, Wednesday December 18, 2024, Saugeen Municipal Airport, 1:00 p.m.

Christmas Party, December 21, 2024, Saugeen Municipal Airport, time TBD

David Hocking, Chair	Catherine McKay, Recording Secretary

Friends of Ayton 401 Mary Street Ayton, ON NOG 1C0

September 23, 2024

Dear Mayor Eccles and West Grey Council

The former Normanby Recreation Committee (NRC) were appointed by Council attending and representing Parks and Recreation for the Ayton and surrounding Community. Our last meeting pre-covid was held January 29, 2020 and reconvened in May of 2022. The NRC was informed at our September 21, 2022 meeting that given a new term of Council would be starting December 2022, this would be our final meeting with the present term of Council; and that the new term of Council will be determining committee structure and appointing members. Since these Committee's of Council were not put in place some of the members from this former NRC wanted to continue our annual Family Ball Tournament, so it was decided to start our own group now known as the "Friends of Ayton". The funds raised by this group is donated or invested back into our community under the "Friends of Ayton" jurisdiction. To date our proceeds have been donated to the Normanby Community School towards their new playground equipment project and nets and pennies for their school gymnasium equipment.

The Friends of Ayton deliberated how the funds raised by the former Normanby Recreation Committee and held in a reserve by the Corporation would be handled. In speaking with the Director of Finance we were advised to submit a written letter of request to you as Council as to how we would like the funds utilized. In 2024 some of the NRC proceeds funded for the newly installed "Armor Stone Bleachers" at the Ayton Centennial Grounds". It is our understanding that there is still approximately just over \$51,000.00 in the NRC reserve account.

We the Friends of Ayton, former Normanby Recreation Committee request the funds be allocated and supported by the West Grey Council for the following projects:

Ayton Centennial Hall Kitchen Project

- Expand kitchen into the meeting room (suggest to remove the cupboards currently along the south wall of the existing kitchen and install them along the east wall where the wall is extended into the meeting room – see attached map)
- 2. New electric outlets, lights and upgrade panel box
- 3. New dishwasher and stainless-steel tray
- 4. Exhaust hood for dishwasher
- 5. Commercial refrigerator and deep freeze (2-door)
- 6. Upgrade cupboards and island (i.e. replace doors and re-paint cupboards see attached photos)
- 7. New countertops
- 8. Paint kitchen
- 9. New flooring

The Friends of Ayton acknowledge that currently \$20,000.00 has been set aside for the Centennial Hall Kitchen renovations and the Corporation has matched the funding in the amount of \$20,000.00. We would be willing to negotiate and add another \$5,000.00 towards the project if the Council of West Grey would match the same, leaving a commitment by both the former NRC and West Grey in the amount of \$50,000.00. It is anticipated that the costs for the renovation of the Centennial Kitchen will exceed the \$50K and if so would the Municipality budget the extra amounts needed to complete the project. If Council endorses this project, the Friends of Ayton would be willing to assist as volunteers with some of the Kitchen renovations to keep the costs at a minimal, just as we experienced with the Armor Stone Bleachers (ASB) project (see attached for the ASB project costs)

Ayton Diamond Ball Lights Project

1. Recommend replacing the existing 2 lamp fixtures on the 4 towers (8 in total) and adding an additional light fixture to the 4 towers (4 in total) to accommodate better lighting to the outfield. (If needed on all towers)

There has been some concern over past years that the lighting of the outfield has not been ideal, experiencing shadows in sections of the outfield. The Friends of Ayton would be willing to contribute the funds to install the additional lighting on the 4 towers to administer extra lighting for the outfield (if needed on all towers), and in conjunction of this project the Municipality of West Grey provide the funding for the replacement of the light fixtures currently in place.

The Friends of Ayton are seeking if the Council of West Grey would approve and waive the fees for two (2) annual rentals being the Family Ball Tournament (last weekend in July) and Winter Volleyball Tournament (Saturday of Family Day Weekend) for the sole purpose of proceeds going back into the community.

We the Friends of Ayton would like to thank Council for your time and consideration and look forward to seeing these projects completed to the Centennial Hall and Grounds. These enhancements will better suite the needs for these facilities and provide increase rentals.

Yours truly
Friends of Ayton
(Aaron Culliton, Jess Farquharson, Sherry Pfeffer, Tom Culliton, Mary Lou Pfeffer, Mike Turner, Joyce Nuhn)



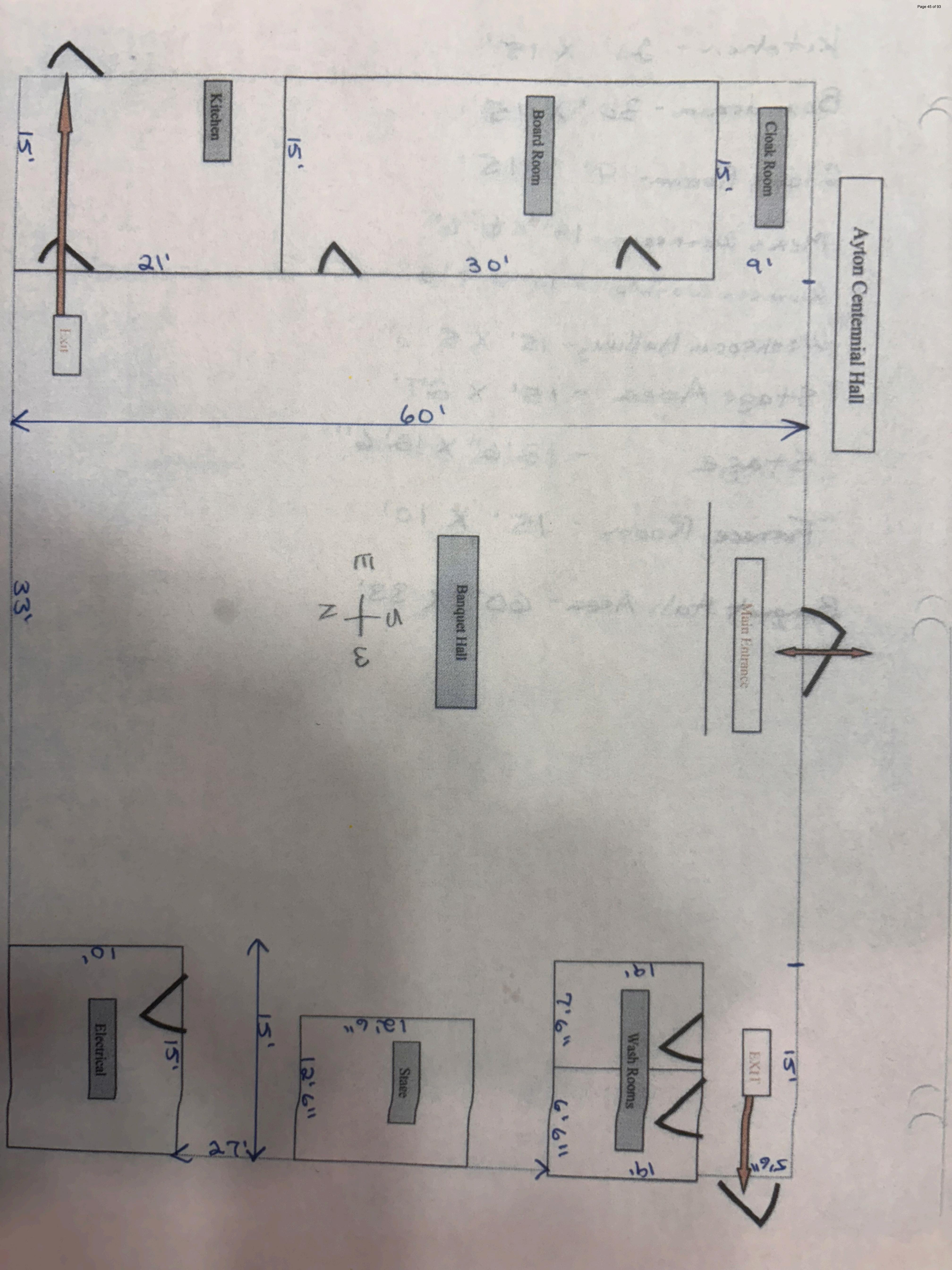












				2023 Revenue	Normanby Fundraising
Fundraising balance to date 3% Interest on Year End Balance	1-2-3020-2308 Dec. 31, 2022 Balance	Surplus To Date		Nov Orangeville Pre-Cast Concrete 92,286 Bobcaygeon amour stone for Ayton Ball Dia. Bleachers	
50,375.53 1,511.27 51,886.80	56,962.90	(6,587.37)	6,587.37	6,587.37	

Page 46 of 93

The Armor Stone Project was funded by the former Normanby Recreation Committee Initial Budget Cost \$10,000.00

The installation was done by volunteers
Jim Nuhn, Joshua Nuhn, Aaron Culliton, Tom Culliton
Finising Touches also assisted by:
Lisa Newton, Scott Pfeffer, Becky Nuhn, Joyce Nuhn
Also a big thank you to Kelly Lantz of Botanical & Landscape Design for donating the sod. (Value \$275.00)

Expenses				HST		
Grey Bruce Brick & Landscape Supply - Armor Stone	\$	11,168.95	\$	1,284.92	\$	9,884.03
Armor Stone Returned	-\$	2,776.02	-\$	319.36	-\$	2,456.66
Skids Returned	-\$	949.20	-\$	109.20	-\$	840.00
Project Cost	\$	7,443.73	\$	858.36	\$	6,587.37

Dear Mayor Eccles, Deputy Mayor and Councillors,

I am submitting this correspondence today for direction to the 2025 budget meetings that will commence October 22nd 2024 for the purpose of discussing a budget plan for paving an increasingly dangerous 1.4 km stretch of road on Concession 2 SDR between Alan Park Road and #3 which is under the West Grey jurisdiction.

I request that Concession 2 SDR between Allan Park Road and #3 to be paved or resurfaced with a more permanent solution.

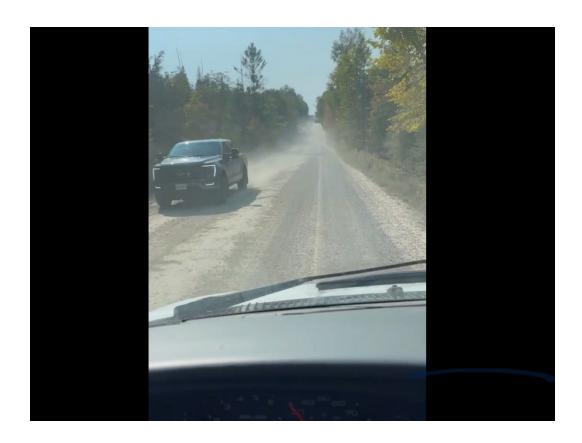
I would like today's correspondence, my upcoming delegation on November 5th 2024 (as well as my delegation from last year if needed) to be included in the upcoming budget meetings and to be submitted as proof that the public are being subjected to dangerous road conditions that could potentially cause bodily harm. The purpose and importance of ascertaining this much needed representation and support "for the Public" is paramount to keeping motorists safe on this road. If West Greys Councillors became aware of the magnitude of the situation and offered their approval and commitment to this project it would assure the public that safety is indeed your top priority. It is essential to achieve the goal of public safety by eliminating the ongoing serious driving conditions that commuters are subjected to every day on said road. Your support to budget for this project will have a positive impact on the public and their safety.

I delegated last year in September 2023 representing 18 residents regarding these seriously unsafe and dangerous road conditions. I showed evidence of the constant and almost immediate deterioration (within a few days of scraping and spraying) of the road surface which can cause drivers to lose control of their vehicle, particularly near the crests of the two big hills, as well as the dangers from "dust white outs" causing zero visibility, (again) particularly at the crest of the two hills, accompanied by flying stones and gravel. Health concern's caused by the dust was/is still a major concern, along with deep ruts on the road surface of which some exceed depths of several inches or more at times, along with other washed out surfaces and dangerous road conditions particularly on the crest of the two big hills, all of which is subjecting the public to great risks. Under normal conditions (pre construction) we have well over 125 cars per day travel this stretch of road with public attractions drawing the public to this area endangering everyone using this road.

My objective is to end the dangerous road safety issues that are glaringly apparent on this stretch of road. These conditions have been acknowledged by, and expressed in one form or or another, by not only the residents on this road (for years) but also by staff at the West Grey Rural Operations and Public Works Department, in addition to Police officers at the Durham Police Station. It is a known "Bad" stretch of road. There was and still are ongoing health concerns from the residents on Concession 2 SDR (between Allan Park Road and #3) because of the extraordinary amount of dust that is being kicked up from the dirt and gravel road. The action that was requested in my 09/2023 delegation was for this road to be put on the 2024/2025 budget to pave or resurface this 1.4 km of road with a sustainable long last surface to eliminate unsafe and

dangerous road conditions and health concerns.

Note: The "Construction induced dangers" we are currently experiencing, from the ongoing traffic circle construction at #4 and #3, did NOT create these already pre existing dangerous road safety issues, they have only expedited the deterioration of the road and have just highlighted the everlasting lack of safety on this road accompanied by all the health and safety concerns that the public/we have already been subjected to for far too long.







In these pictures a car had passed me after cresting the top of the hill and had already driven approximately 15 seconds towards me down the hill before passing me. There were no other vehicles on the road at the time. As you can see in the pictures and video just how much dust only 1 vehicle can kick up, which created a very large plume of dust hanging in the air on the crest of the hill, so much dust that it created a "zero"

visibility" situation in the right lane on the crest of the hill. This happens frequently. When there are several vehicle's passing each other drivers can experience "zero visibility" on both sides of the road, particularly on the top of the two hills. In these particular pictures I had very poor visability and wasn't able to see if there was a car on the crest of the hill or not, or if a pedestrian or cyclist was on the right side of the road, or if there was a car broken down and pulled over at the side of the road etc. I had to stop my car for several seconds to allow the dust to clear before proceeding so i was absolutely sure I didn't hit someone or something. This is a frequent occurrence on this road. Spraying the road to help suppress the dust is temporary and short lived at best. PLEASE NOTE: this picture was taken within a week of the road being treated

According to the research that has been done by the National Guide to Sustainable Municipal Infrastructure (IC), along with the National Research Council (NRC) and the Federation of Canadian Municipalities (InfaGuide) they have acknowledged that; "- untreated roads may contribute to an increase of frequent and severity of motor collisions. Accident potential is increased due to loss of visibility and less traction due to the loose gravel. About 2.3 times more people are killed per vehicle mile of travel on unpaved than paved roads, and the fine particulates are also the main cause of reduced visibility (haze) causing a white out. Speed is a factor as well.

- fine dust particulates may become a health issues when inhaled, aggravating existing respiratory health problems. The Canadian Ambient air quality objectives still exist for total suspended particulates (TSP).
- Generally PM 10 inhalable particulates are 10 micrometers or smaller and can be seen by the naked eye, while PM 2.5 inhalable fine particulates are smaller than 2.5 micrometers and are only seen with an Electron microscope. Both of these sized particulates can contain hundreds of chemicals and can get deep into your lungs and blood stream. While both cause health issues the PM 2.5 fine particulates pose the greatest risk to health. "

In my delegation last year I asked to see previous dust monitoring because I found none. It's my understanding that there has never been any dust monitoring done on this road. This comes back to a major concern, which is in addition to the road surface dangers; Are the dust particulates that we are breathing in exceeding the level of acceptance? Are the levels of dust contributing to any of the public's health issues? This and the road surface deterioration, which causes dangerous driving conditions and very poor visibility, needs to be addressed for the publics safety. Paving this road will eliminate the constant deterioration of the road and will eliminate the excessive dust.



This is a living ever green tree. You can't see any green at all.

I trust and pray that West Grey Municipality, the council members and other committees or departments involved in making this happen will advocate for safety on this road and vote yes for paving it, which can only happen if it's in the budget plan. All of the listed safety and health hazards put forth to you today, in my delegation last September and in my upcoming delegation on Nov 5th 2024can all be eradicated with the support and recommendations by West Grey Councillors. Recommendations to budget and a designated plan to pave this road will in turn ensure the elimination of these real dangers on Con2 SDR for the safety of all commuters using this road. The required number of Council recommendations that pass, goes to budget and then proceeds with a budget plan (for paving this road) is desperately needed! With your support you have the potential to save lives and or possibly help prevent future accidents by having it paved and eliminating the safety hazards. This would also ensure the public can travel with ease, which is what every driver and pedestrian desires, needs and deserves.

I appreciate your time, thank you. Sue Godfrey



CORRESPONDENCE ITEMS PRESENTED FOR INFORMATION October 15, 2024

- Correspondence from the City of Temiskaming Shores Re: Alcohol Sales Provincial Alcohol Strategy
- 2. Correspondence from the Municipality of St. Charles Re: Recommendations for Government Regulation of Nicotine Pouches
- 3. Correspondence from the Town of Cobourg Re: Support of Involuntary Care for Individuals with Severe Mental Health and Addictions Issues
- 4. Correspondence from the Town of Bradford West Gwillimbury Re: Ontario Deposit Return Program Expansion Endorsement
- 5. Correspondence from Town of Hanover Re: Notice of Public Meeting for Zoning Amendment Z5-24
- 6. Correspondence from the Ministry of Citizenship and Multiculturalism Re: Ontario Volunteer Service Awards and June Callwood Outstanding Achievement Award for Voluntarism
- 7. Correspondence from the Durham and District Horticultural Society Re: Invitation to Tree Trust Event

Item 1 Page 54 of 93



The Corporation of the City of Temiskaming Shores Regular Council Meeting Tuesday, September 17, 2024

Resolution

Provincial decision regarding alcohol sales in convenience stores and locations that sell fuel to drivers, and the development of a comprehensive provincial alcohol strategy

Resolution No. 2024-332

Moved by: Councillor Whalen Seconded by: Councillor Wilson

Whereas excessive consumption of alcohol has a negative impact on many communities because of detrimental health effects, road safety, and other harms; and

Whereas the number of cases of individuals driving under the influence are increasing in Ontario, and the Timiskaming District has recently seen its highest rate ever for impaired driving infractions with 10 in April of 2024; and

Whereas jurisdictions with broader access to alcohol have higher rates of driving under the influence and crashes associated with alcohol; and

Whereas alcohol causes at least seven types of cancer and is a risk factor for, disease, disability and premature death, and is a direct cause of 4,300 deaths and 195,000 emergency department visits per year in Ontario; and

Whereas alcohol related emergency department visits increased 18 percent after the introduction of alcohol sales in grocery stores in Ontario; and

Whereas 35 percent of youth in grades 10 and 11 in the Timiskaming District have indicated that they consumed alcohol at 13 years or younger; and

Whereas 49 percent of youth in grades 10 and 11 in the Timiskaming District have been drunk at least once in their life; and

Whereas alcohol related harms cost the Ontario economy 7 billion dollars a year; and

Whereas alcohol is a factor in many domestic, sexual and physical assaults in Ontario; and

Whereas most tax revenue generated by the sale of alcohol goes to the province yet the costs and harms that are alcohol related are borne by the municipalities in the form of policing and social services and public health costs.

Therefore be it resolved that Council for the City of Temiskaming Shores requests the Government of Ontario reverse their decision to allow alcohol to be sold in more locations and implement the following recommendations:

- 1. Permit municipalities to opt out of retail alcohol expansion;
- 2. Grant municipalities the powers to use zoning to determine where new alcohol retail locations are acceptable;
- 3. Not permit alcohol sales within 150 m of schools, daycares, or substance use facilities;
- 4. Prohibit the sale of Alcohol at gas stations;
- 5. Require health warning labels on all alcohol containers;
- 6. Dedicate a portion of provincial alcohol revenue to addressing alcohol related harms; and
- 7. Develop and implement a comprehensive provincial alcohol strategy, in partnership with municipalities, that prioritizes health and safety and considers the costs associated with alcohol consumption.

Further that a copy of this resolution be provided to the Honourable Doug Ford, Premier of Ontario; the Honourable Sylvia Jones, Deputy Premier and Minister of Health; the Honourable Doug Downey, Attorney General; the Honourable Prabmeet Sarkaria, Minister of Transportation; John Vanthof, MPP Timiskaming Cochrane; AMO; FONOM; ROMA; Temiskaming Municipal Association (TMA); Timiskaming Health Unit (Planet Youth Timiskaming); Temiskaming Shores OPP Detachment Board; and all Ontario Municipalities.

Carried

Certified True Copy City of Temiskaming Shores

Blage

Logan Belanger Municipal Clerk

The Corporation of the Municipality of St. Charles RESOLUTION PAGE

Regular Meeting of Council

Agenda Number:

7.4.

Resolution Number 2024-325

Title:

Resolution stemming from May 15, 2024 Regular Meeting of Council - Item 10.1 -

Correspondence #12

Date:

August 14, 2024

Moved by:

Councillor Loftus

Seconded by:

Councillor Laframboise

BE IT RESOLVED THAT Council for the Corporation of the Municipality of St.-Charles hereby supports Resolution #26-24 passed by Public Health Sudbury and Districts, regarding recommendations for Government Regulations of nicotine pouches;

AND BE IT FURTHER RESOLVED THAT a copy of this Resolution be sent to the Premier of Ontario, Doug Ford; the Deputy Premier and Minister of Health, Sylvia Jones; our local member of Provincial Parliament (MPP); the Association of Municipalities of Ontario (AMO); the Public Health Sudbury & Districts; and all Ontario Municipalities.

CARRIED



April 22, 2024

VIA ELECTRONIC MAIL

The Honourable Doug Ford Premier of Ontario Legislative Building Queen's Park Toronto ON M7A 1A1

Dear Premier Ford:

Re: Recommendations for Government Regulation of Nicotine Pouches

In July 2023, Health Canada gave approval to Imperial Tobacco Canada to sell Zonnic under the Natural Health Product Regulations as a Nicotine Replacement Therapy (NRT) product. Consequently, Zonnic is sold under the Health Canada approval without adhering to the restrictions of the Federal Tobacco and Vaping Products Act, 1997 and the Smoke-Free Ontario Act, 2017.

Since this time, nicotine pouches have become widely available to youth. These flavoured pouches can be legally purchased by those under 18 years of age in Ontario. The unrestricted sale, display, and promotion of nicotine pouches contribute to accessibility, normalization, and potential health hazards. Nicotine is highly addictive and its use, in any form, is unsafe for children¹ and youth². Exposure to nicotine can have adverse effects on the developing brains of children and youth and increases the likelihood of initiation and long-term use of tobacco².

In March 2024, Public Health Sudbury & Districts released an advisory alert to local health system partners sharing concerns related to nicotine pouches. Additionally, letters were sent to education directors, educators, and parents to increase awareness of the availability and risks of nicotine pouches to children and youth.

At its meeting on April 18, 2024, the Board of Health for Public Health Sudbury & Districts took further action and carried the following resolution #26-24:

Sudbury

1300 rue Paris Street Sudbury ON P3E 3A3 t: 705.522.9200 f: 705.522.5182

Elm Place

10 rue Elm Street Unit / Unité 130 Sudbury ON P3C 5N3 t: 705.522.9200 f: 705.677.9611

Sudbury East / Sudbury-Est

1 rue King Street Box / Boîte 58 St.-Charles ON POM 2W0 t: 705.222.9201 f: 705.867.0474

Espanola

800 rue Centre Street Unit / Unité 100 C Espanola ON P5E 1J3 t: 705.222.9202 f: 705.869.5583

Île Manitoulin Island

6163 Highway / Route 542 Box / Boîte 87 Mindemoya ON POP 1S0 t: 705.370.9200 f: 705.377.5580

Chapleau

34 rue Birch Street Box / Boîte 485 Chapleau ON POM 1K0 t: 705.860.9200 f: 705.864.0820

toll-free / sans frais

1.866.522.9200

phsd.ca



The Honourable Doug Ford April 22, 2024 Page 2

WHEREAS Health Canada approved nicotine pouches for sale under the Natural Health Product regulations providing no restrictions on advertising or sale to children and youth; and

WHEREAS the unrestricted sale, display, and promotion of nicotine pouches contribute to their accessibility, the normalization of nicotine use, and potential health hazards; and

WHEREAS nicotine is highly addictive and its use, in any form, is unsafe for children and youth; and

WHEREAS exposure to nicotine can have adverse effects on the developing brains of adolescents and young adults and increases the likelihood of initiation and long-term use of tobacco products; and

WHEREAS the emergence of nicotine pouch products occurred rapidly without requiring adherence to the restrictions of the federal <u>Tobacco and Vaping Products Act</u>, 1997, and the <u>Smoke-Free Ontario Act</u>, 2017; and

THEREFORE BE IT RESOLVED THAT the Board of Health for Public Health Sudbury & Districts strongly encourage Health Canada to take immediate action to close the regulatory gap that permits the sale of nicotine pouches to youth under 18 years of age; and

FURTHER THAT the Board of Health urge Health Canada to strengthen regulations to restrict the sale of new and emerging tobacco and nicotine products, ensuring that nicotine availability to children and youth never occur again; and

FURTHER THAT the Board of Health for Public Health Sudbury & Districts strongly encourage the Government of Ontario to exclusively sell nicotine pouches from behind pharmacy counters, limit their display in retail settings, and restrict their promotion, especially to youth; and

FURTHER THAT the Government of Ontario expand the Smoke-Free Ontario Strategy to create a comprehensive, coherent public health-oriented framework for the regulation of vaping and all nicotine-containing products.

We strongly encourage the Government of Ontario to follow immediately the Government of British Columbia and the Government of Québec to exclusively sell nicotine pouches in pharmacies, specifically behind the counter. This decision reduces product availability, restricts their promotion, and limits their display in retail settings.

Until tighter restrictions of nicotine pouches are implemented, the widely available and accessible product will continue to expose children and youth to nicotine. The Board of Health for Public Health Sudbury & Districts strongly encourages the Government of Ontario to expand the Smoke-Free Ontario Strategy to create a comprehensive, coherent public health-oriented framework for the regulation of vaping and all nicotine-containing products.

The Honourable Doug Ford April 22, 2024 Page 3

We thank you for your speedy attention to this important issue, and we continue to look forward to opportunities to work together to promote and protect the health of Ontarians.

Sincerely,

René Lapierre

Chair, Board of Health

M. Mustafa Hirji, MD, MPH, FRCPC

Acting Medical Officer of Health and Chief Executive Officer

cc: Honourable Mark Holland, Minister of Health of Canada

Honourable Sylvia Jones, Deputy Premier and Minister of Health

Honourable Ya'ara Saks, Canada's Minister of Mental Health and Addictions and

Associate Minister of Health

Honourable Michael Parsa, Minister of Children, Community and Social Services

Yasir Naqvi, Parliamentary Secretary to the Minister of Health, Honorable Mark Holland

Dr. Kieran Moore, Chief Medical Officer of Health of Ontario

France Gélinas, Member of Provincial Parliament, Nickel Belt

Jamie West, Member of Provincial Parliament, Sudbury

Michael Mantha, Member of Provincial Parliament, Algoma-Manitoulin

Viviane Lapointe, Member of Parliament, Sudbury

All Ontario Boards of Health

Association of Local Public Health Agencies

¹ U.S. Department of Health and Human Services. (2014). "The Health Consequences of Smoking-50 Years of Progress: A Report of the Surgeon General." https://www.ncbi.nlm.nih.gov/books/NBK294308/#ch5.s2

² National Center for Chronic Disease Prevention and Health Promotion (US) Office on Smoking and Health. (2016). "E-cigarette Use Among Youth and Young Adults: A Report of the Surgeon General." Retrieved on January 30, 2024 from

www.cdc.gov/tobacco/sgr/ecigarettes/pdfs/2016 sgr entire report 508.pdf.



April 22, 2024

VIA ELECTRONIC MAIL

The Honourable Mark Holland Minister of Health of Canada House of Commons Ottawa, Ontario K1A 0A6

Dear Minister Holland:

Re: Recommendations for Government Regulation of Nicotine Pouches

In July 2023, Health Canada gave approval to Imperial Tobacco Canada to sell Zonnic under the Natural Health Product Regulations as a Nicotine Replacement Therapy (NRT) product. Consequently, Zonnic is sold under the Health Canada approval without adhering to the restrictions of the Federal Tobacco and Vaping Products Act, 1997 and the Smoke-Free Ontario Act, 2017.

Since this time, nicotine pouches have become widely available to youth. These flavoured pouches can be legally purchased by those under 18 years of age in Ontario. The unrestricted sale, display, and promotion of nicotine pouches contribute to accessibility, normalization, and potential health hazards. Nicotine is highly addictive and its use, in any form, is unsafe for children¹ and youth². Exposure to nicotine can have adverse effects on the developing brains of children and youth and increases the likelihood of initiation and long-term use of tobacco products².

In March 2024, Public Health Sudbury & Districts released an advisory alert to local health system partners sharing concerns related to nicotine pouches. Additionally, letters were sent to education directors, educators, and parents to increase awareness of the availability and risks of nicotine pouches to children and youth.

At its meeting on April 18, 2024, the Board of Health for Public Health Sudbury & Districts took further action and carried the following resolution #26-24:

WHEREAS Health Canada approved nicotine pouches for sale under

Sudbury

1300 rue Paris Street Sudbury ON P3E 3A3 t: 705.522.9200 f: 705.522.5182

Elm Place

10 rue Elm Street Unit / Unité 130 Sudbury ON P3C 5N3 t: 705.522.9200 f: 705.677.9611

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1 rue King Street Box / Boîte 58 St.-Charles ON POM 2W0 t: 705.222.9201 f: 705.867.0474

Espanola

800 rue Centre Street Unit / Unité 100 C Espanola ON P5E 1J3 t: 705.222.9202 f: 705.869.5583

Île Manitoulin Island

6163 Highway / Route 542 Box / Boîte 87 Mindemoya ON POP 1S0 t: 705.370.9200 f: 705.377.5580

Chapleau

34 rue Birch Street Box / Boîte 485 Chapleau ON POM 1K0 t: 705.860.9200 f: 705.864.0820

toll-free / sans frais

1.866.522.9200

phsd.ca



The Honourable Mark Holland April 22, 2024 Page 2

the Natural Health Product regulations providing no restrictions on advertising or sale to children and youth; and

WHEREAS the unrestricted sale, display, and promotion of nicotine pouches contribute to their accessibility, the normalization of nicotine use, and potential health hazards; and

WHEREAS nicotine is highly addictive and its use, in any form, is unsafe for children and youth; and

WHEREAS exposure to nicotine can have adverse effects on the developing brains of adolescents and young adults and increases the likelihood of initiation and long-term use of tobacco products; and

WHEREAS the emergence of nicotine pouch products occurred rapidly without requiring adherence to the restrictions of the federal <u>Tobacco and Vaping Products Act, 1997</u>, and the <u>Smoke-Free Ontario Act, 2017</u>; and

THEREFORE BE IT RESOLVED THAT the Board of Health for Public Health Sudbury & Districts strongly encourage Health Canada to take immediate action to close the regulatory gap that permits the sale of nicotine pouches to youth under 18 years of age; and

FURTHER THAT the Board of Health urge Health Canada to strengthen regulations to restrict the sale of new and emerging tobacco and nicotine products, ensuring that nicotine availability to children and youth never occur again; and

FURTHER THAT the Board of Health for Public Health Sudbury & Districts strongly encourage the Government of Ontario to exclusively sell nicotine pouches from behind pharmacy counters, limit their display in retail settings, and restrict their promotion, especially to youth; and

FURTHER THAT the Government of Ontario expand the Smoke-Free Ontario Strategy to create a comprehensive, coherent public health-oriented framework for the regulation of vaping and all nicotine-containing products.

We applaud your pledge to take action to review the approval process for flavoured nicotine sales and advertising. We acknowledge the advisory Health Canada issued in March stating nicotine pouches should be used for nicotine replacement therapy in adults and the emphasis on keeping them out of reach of children and youth.

However, only until tighter restrictions of nicotine pouches are implemented, the widely available and accessible product will continue to expose children and youth to nicotine. The Board of Health for Public Health Sudbury & Districts strongly encourages the federal government to take immediate action to close the regulatory gap by restricting the sale of nicotine pouches to those under 18 years of age. We also support Health Canada in their assertion to halt the legal purchasing loophole and ensure that nicotine availability to children and youth never occurs with new and emerging products.

The Honourable Mark Holland April 22, 2024 Page 3

We thank you for your attention to this important issue, and we continue to look forward to opportunities to work together to promote and protect the health of Canadians.

Sincerely,

René Lapierre

Chair, Board of Health

M. Mustafa Hirji, MD, MPH, FRCPC

Acting Medical Officer of Health and Chief Executive Officer

cc: Honourable Doug Ford, Premier of Ontario

Honourable Sylvia Jones, Deputy Premier and Minister of Health

Honourable Ya'ara Saks, Canada's Minister of Mental Health and Addictions and

Associate Minister of Health

Honourable Michael Parsa, Minister of Children, Community and Social Services

Yasir Nagvi, Parliamentary Secretary to the Minister of Health, Honorable Mark Holland

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Michael Mantha, Member of Provincial Parliament, Algoma-Manitoulin

Viviane Lapointe, Member of Parliament, Sudbury

All Ontario Boards of Health

Association of Local Public Health Agencies

¹ U.S. Department of Health and Human Services. (2014). "The Health Consequences of Smoking-50 Years of Progress: A Report of the Surgeon General." https://www.ncbi.nlm.nih.gov/books/NBK294308/#ch5.s2

² National Center for Chronic Disease Prevention and Health Promotion (US) Office on Smoking and Health. (2016). "E-cigarette Use Among Youth and Young Adults: A Report of the Surgeon General."

The Honourable Mark Holland April 22, 2024 Page 4

Retrieved on January 30, 2024 from www.cdc.gov/tobacco/sgr/ecigarettes/pdfs/2016 sgr entire report 508.pdf.

Item 3



The Corporation of the Town of Cobourg

Resolution

Honourable Doug Ford, Premier of Ontario Premier of Ontario Legislative Building Queen's Park Toronto, ON M7A 1A1 Town of Cobourg 55 King Street West, Cobourg, ON, K9A 2M2 <u>clerk@cobourg.ca</u>

Delivered via email

Doug.fordco@pc.ola.org premier@ontario.ca

October 4, 2024

RE: Motion from Mayor Lucas Cleveland regarding Support of Involuntary Care for Individuals with Severe Mental Health and Addictions Issues

Please be advised that the Town of Cobourg Council, at its meeting held on September 25, 2024, passed the following resolution:

WHEREAS the Province of British Columbia has announced the creation of highly secure facilities to provide involuntary care for individuals with severe mental health and addictions issues under the Mental Health Act, including dedicated mental health units in correctional centres and regional secure care facilities; and

WHEREAS the Town of Cobourg, along with municipalities across Ontario, are facing growing challenges in addressing the complex needs of individuals with severe mental health and addictions issues, which place a significant strain on local emergency services, healthcare systems, community resources, and public safety; and

WHEREAS individuals experiencing severe mental health and addictions issues often cannot voluntarily seek the care they need, and involuntary care, provided with compassion and appropriate safeguards, can ensure they receive the necessary treatment to help stabilize their condition and improve community safety.

NOW THEREFORE BE IT RESOLVED THAT the Town of Cobourg supports the BC government's approach to providing secure, involuntary care for individuals with severe mental health and addictions challenges, as a compassionate and necessary intervention for those unable to seek help on their own; and

FURTHER THAT the Town of Cobourg urges the Province of Ontario to implement similar measures to ensure that individuals with severe mental health and addictions issues in Ontario have access to secure, involuntary care when necessary; and



The Corporation of the Town of Cobourg

Resolution

FURTHER THAT this motion be forwarded to the Association of Municipalities of Ontario (AMO), the Federation of Canadian Municipalities (FCM), The Premier, Honourable David Piccini, MPP, all other Members of Provincial Parliament and all Ontario municipalities to seek their endorsement and support.

Sincerely,

Kristina Lepik

Deputy Clerk/Manager, Legislative Services

cc. Association of Municipalities of Ontario (AMO);

the Federation of Canadian Municipalities (FCM);

Honourable, David Piccini, Minister of Labour, Immigration, Training and Skills

Development and Northumberland – Peterborough South MPP;,

All other Members of Provincial Parliament; and

All Ontario Municipalities

Item 4



Town of Bradford West Gwillimbury

100 Dissette Street, Unit 4, P.O. Box 100 Bradford, Ontario, Canada L3Z 2A7

Phone: 905-775-5366 jleduc@townofbwg.com www.townofbwg.com

September 20, 2024 BY E-MAIL

Hon. Andrea Khanjin, Minister of the Environment, Conservation and Parks 5th Floor 777 Bay St.
Toronto, ON M7A 2J3

Dear Minister Khanjin:

Ontario Deposit Return Program

I hope this letter finds you well. I am writing to formally address the recent discussions surrounding the Ontario Deposit Return Program, particularly regarding our community residents asking us about the recycling of nonalcoholic beverage plastics.

Whereas the Ontario Deposit Return Program has successfully incentivized the recycling of alcoholic beverage containers, resulting in the removal of over 204,000 tonnes of greenhouse gas emissions, we recognize the potential for similar success with nonalcoholic beverages.

The Ministry of the Environment, Conservation and Parks highlighted in their June 2023 letter that they are considering the adoption of a deposit-and-return system for nonalcoholic beverages. This initiative presents a unique opportunity to further promote recycling, reduce litter, and encourage sustainable practices among consumers.

Therefore, I am proud to announce that our Council endorses the expansion of the Ontario Deposit Return Program to include nonalcoholic beverage containers. We believe that this expansion will not only enhance environmental stewardship but also foster a culture of sustainability within our community.

We encourage all stakeholders to support this initiative and work collaboratively towards its implementation. Together, we can make a significant impact on our environment and set a positive example for future generations.

Yours truly.

Mayor James Leduc

Town of Bradford West Gwillimbury

CC:

Hon. Peter Bethlenfalvy, Minister of Finance

Hon. Caroline Mulroney, Member of Provincial Parliament for York-Simcoe

MPP Sandy Shaw, Opposition Environment, Conservation and Parks Critic

Ontario's Municipal Councils and Conservation Authorities

Zoning Bylaw Amendment Application No. Z5-24

Date of Notice: September 30, 2024



Town of Hanover Notice of a Public Meeting

CONCERNING A PROPOSED ZONING BY-LAW AMENDMENT

Take Notice that the Council of the Corporation of the Town of Hanover will hold a Public Meeting on:

MONDAY, OCTOBER 21, 2024, at 4:00 P.M.

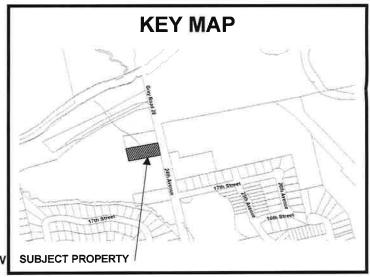
in the Municipal Council Chambers located at 341 10th Street to consider a proposed zoning by-law amendment under Section 34 of the Planning Act, R.S.O. 1990, as amended.

The proposed zoning by-law amendment (Z5-24) would rezone lands described as Part of Lot 10, Con 1, North of Durham Road and known as 854 24th Avenue in the Town of Hanover, in the County of Grey. Below is a key map showing the location of the proposed amendment.

This Zoning By-law Amendment proposes the construction of seven townhouse units within the existing R3-49 zone, which currently permits group dwellings only. The amendment would enable the development of either seven townhouse units or group dwellings on the property at 854 24th Avenue.

Any interested person can submit written correspondence via email or mail directly to vmcdonald@hanover.ca or mail your comments to Vicki McDonald, Clerk, Town of Hanover, 341 10th Street, Hanover, ON, N4N 1P5 by noon on Monday, October 21, 2024.

If a person or public body does not make oral submissions at a public meeting or make written submissions to the Town of Hanover before the proposed zoning by-law is passed, the person or public body is not

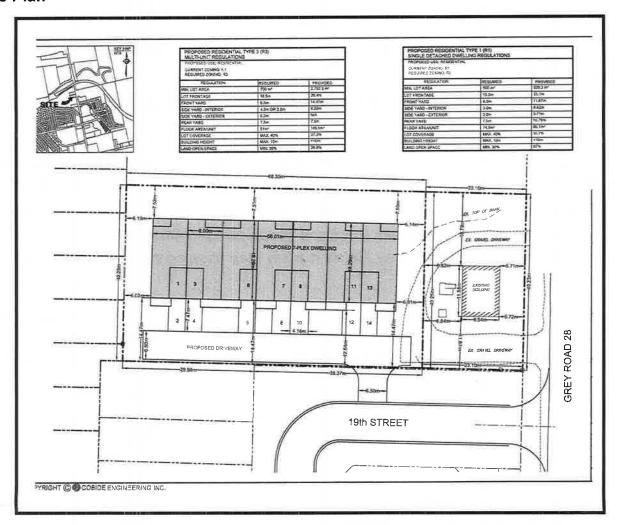


entitled to appeal the decision of the Town of Hanover to the Ontario Land Tribunal, unless, in the opinion of the Tribunal, there are reasonable grounds to do so.

Date of Notice: September 30, 2024

If you wish to be notified of the decision of Town of Hanover Council on the proposed zoning by-law amendment, you must make a written request to the Clerk of the Town of Hanover 341 10th Street, Hanover, ON, N4N 1P5.

Site Plan



Additional information relating to the proposed zoning by-law amendment may be obtained by contacting the undersigned.

Vicki McDonald, Clerk vmcdonald@hanover.ca 519.364.2780 ext 1231 Andrew Wilken
Director of Building & Planning / CBO
awilken@hanover.ca
519.364.2780 ext 1280

Dated at the Town of Hanover, this 30th day of September 2024.

Item 6 Page 69 of 93

From: Ontario Honours And Awards (MCM) <ontariohonoursandawards@ontario.ca>

Sent: Monday, October 7, 2024 12:07 PM **To:** Info WestGrey <info@westgrey.com>

Subject: 2025 Ontario Volunteer Service Awards / Distinctions de l'Ontario pour services bénévoles de

2025



Ministry of Citizenship and Multiculturalism

Ontario Honours and Awards Secretariat

1075 Bay Street, 7th Floor Toronto, Ontario M5S 2B1 Tel: 416-314-7526 Toll Free: 1-877-832-8622 www.mcm.gov.on.ca

October 2024

Dear Friends,

Ministère des Affaires civiques et du Multiculturalisme

Secrétariat des distinctions et prix de l'Ontario

1075, rue Bay, 7e étage Toronto (Ontario) M5S 2B1 Téle: 416 314-7526

Sans frais: 1 877 832-8622 www.mcm.gov.on.ca

Voluntarism is often described as the heartbeat of our communities. Recognizing volunteers for their selfless efforts formally acknowledges their essential role in addressing needs, building trust, and creating stronger communities across Ontario.

The province of Ontario recognizes the contributions of our volunteers in a number of impactful ways. It is my pleasure to invite you to consider nominating volunteers in your community for one or more of our volunteer recognition programs.

Ontario Volunteer Service Awards

Deadline: November 15, 2024

Organizations can nominate their volunteers for an Ontario Volunteer Service Award to recognize their continuous service ranging from five to 65 years. Youth (under 24 years old) can be recognized for two or more years of continuous service.

June Callwood Outstanding Achievement Award for Voluntarism

Deadline: December 15, 2024

Individuals and groups are recognized for outstanding commitment to volunteering and service to their community.

Nominations are reviewed by an independent selection committee who are appointed by the Minister of Citizenship and Multiculturalism.

Recipients are presented with this award during Volunteer Service Award ceremonies in their community.

To submit a nomination online, please <u>register for the Ontario Honours and Awards</u> Portal.

All nominations must be submitted electronically through the Ontario Honours and Awards Portal. Paper copies will not be accepted.

The Ministry will provide more information about the ceremonies to recognize these volunteers in early 2025.

If you have questions about the Ontario Volunteer Service Awards or the June Callwood Outstanding Achievement Awards, or how to submit a nomination online, please contact the Ontario Honours and Awards Secretariat at OntarioVolunteerServiceAwards@ontario.ca.

Sincerely,

Jennifer Lang, Director,

Ontario Honours and Awards Secretariat

Jennifer Lang



DURHAM & DISTRICT HORTICULTURAL SOCIETY

Est. 1896
"COME GROW WITH US"
PO Box 476
Durham, Ontario
NOG 1R0
durhamhort@amail.com

September 17, 2024

Mayor Eccles, Members of Council and Staff,

The Durham and District Horticultural Society will be hosting Toni Ellis from Tree Trust at our October 17, 2024 Monthly Meeting. We invite you to attend and learn about the Tree Trust program of the Elora Environmental Centre. Established in 2019, this organization's mission is to help preserve important legacy trees in communities across southern Ontario. There are many of these trees right here in West Grey. Let's see how we can help preserve these trees that offer a tremendous environmental value to our area and beyond.

Trees, especially older trees anchor the natural ecosystem in ways we are only beginning to understand. They provide invaluable aesthetic and human psychological benefits. And they link us to history. Tree Trust's core mission is to preserve older trees through expert assessment and specialized arborist care. Every big tree does the work of at least 300 saplings. Tree Trust arborists have special training in the physiology and preservation of older trees.

There are currently eight chapters of Tree Trust. Centre Wellington, Meaford, Stratford-Perth, Toronto Island Community, Town of Blue Mountains, Guelph, Waterloo Region and the newest chapter, Mount Forest.

We look forward to seeing you at the meeting.

Ann Hagedorn President

Durham & District Horticultural Society



Staff Report

Report To: Council

Report From: Geoff Aitken, CET, Director, Infrastructure and Public Works

Meeting Date: October 15, 2024

Subject: IPW-2024-35 – Winter Maintenance Agreement – Grey Road 27

Recommendations:

THAT in consideration of staff report 'IPW-2024-35 – Winter Maintenance Agreement – Grey Road 27', council authorizes the Mayor and Clerk to execute a five-year winter maintenance agreement with the County of Grey for the maintenance of Grey Road 27.

Highlights:

- The current winter maintenance agreement expired April 30, 2024.
- The winter maintenance agreement is for West Grey to provide winter control from November 15 to April 1.
- Winter control services include patrolling, plowing, and sanding/salting.
 West Grey will invoice Grey County a lump sum of \$6,844.79 for the 2024/2025 winter maintenance season plus an additional two percent for each subsequent winter maintenance season up to the end of the 2028/29 winter maintenance season.

Previous Report/Authority:

None.

Analysis:

The current winter maintenance agreement from 2021 with the County of Grey for West Grey to provide winter control on Grey Road 27, locally called Durham Road West, expired April 30, 2024. The County has provided a subsequent agreement for West Grey to continue to provide winter control with an annual lump sum payment from the County to West Grey. The agreement would cover winter control beginning with the 2024/25 season up to and including the 2028/29 season. The winter control season is

generally November 15 to April 1 with both the County and West Grey having procedures if winter control is required before November 15 and/or after April 1.

The primary responsibilities identified in the agreement for West Grey are patrolling, plowing, and sanding/salting. The primary responsibilities identified in the agreement for the County are snow removal, snow blowing, cleaning of ditches, curbs, gutters, catch basins, and storm drains. This is the current practice between the County and West Grey with staff reporting that the agreement works well.

Financial Implications:

For the 2024/25 winter control season, West Grey will invoice the County of Grey \$6,844.79 with annual two percent increases for the duration of the agreement. This is consistent with the previous agreement and is reasonable for the small section of road (0.425 km) covered by the agreement. This source of revenue will continue to be included in the operations budget.

Communication Plan:

Communication of this report is through the posting of council meeting agendas on the West Grey website.

Consultation:

County of Grey

Supervisor, Urban Operations

Durham Patrol, Operator

Director of Finance/Treasurer

Attachments:

West Grey Winter Maintenance Agreement 2024 - Final

Recommended by:

Geoff Aitken, CET, Director, Infrastructure and Public Works

Submission approved by:

Michele Harris, Chief Administrative Officer

For more information on this report, please contact Geoff Aitken, Manager of Public Works at publicworks@westgrey.com or 519-369-2200 x 227.

Winter Maintenance Agreement

Agreement made this day of October 15, 2024.

BETWEEN:

THE CORPORATION OF THE MUNICIPALITY OF WEST GREY

hereinafter referred to as "West Grey"

- and -

THE CORPORATION OF THE COUNTY OF GREY

hereinafter referred to as the "County"

WHEREAS the County has authority over Grey Road 27, in the Municipality of West Grey, in the County of Grey;

AND WHEREAS the County wishes to request that West Grey provide winter maintenance services on a portion of Grey Road 27;

AND WHEREAS West Grey wishes to invoice the County at the end of each winter season for costs incurred in providing those services;

NOW THEREFORE in consideration of the mutual covenants set out below together with other good and valuable consideration (the receipt of which is acknowledged), the parties agree as follows:

1.0 Definitions

- 1.1 "Agreement" means this Agreement, its appending schedules and all instruments amending it.
- 1.2 "Schedule 'A" means the map of Grey Road 27 as attached hereto.
- 1.3 Winter Maintenance Season" means the continuous period of time between the fifteenth (15th) day of November and the first (1st) day of April.

2.0 Term and Termination

- 2.1 This Agreement shall be effective on November 15th, 2024, and shall continue until November 14th, 2027 (the "Initial Term"). The term of this Agreement shall automatically renew at the end of the Initial Term for an additional term of two (2) years, commencing on November 15th, 2027, and shall continue until November 14th, 2029, (the "Renewal Term"). Collectively, the Initial Term and the Renewal Term shall hereinafter be referred to as (the "Term").
- 2.2 This Agreement may be terminated by either party during the period of May 1 to August 31 throughout the Term, upon thirty (30) days' written notice.

3.0 Roads Subject to this Agreement

Road	Road	Location	Distance One Way
Name	Classification	Description	
Grey Road 27	4	From the King's Highway No. 6, westerly to the Junction of Grey Road 4. See attached map in Schedule A.	Approximately 0.425 kilometres

4.0 Obligations of West Grey

- 4.1West Grey shall undertake all winter maintenance activities, including but not limited to the patrolling, plowing and spreading of materials for winter road conditions of the road, during each Winter Maintenance Season throughout the Term of the Agreement.
- 4.2West Grey shall attend to winter events on the road that occur prior to November 15th and after April 1st until winter events have subsided at the end of each season throughout the Term of the Agreement. Both parties acknowledge that the level of service provided outside of the Winter Maintenance Season may be at a lower level than during the Winter Maintenance Season, but that it shall meet the minimum standards set forth in regulations made by the Minister of Transportation as contemplated in section 44(4) of the Act (the "Minimum Maintenance Standards for Municipal Highways") where such standards apply and in the event that there is no applicable Minimum Maintenance Standard it shall meet the standard of what is reasonable in the circumstances.

5.0 Obligations of the County

- 5.1The County shall be responsible for all removal of snow beyond the width of the road and shoulders if required.
- 5.2The County shall be responsible to provide snow blowing services required within the right of way.
- 5.3The County shall be responsible for the drainage maintenance of the road, including but not limited to the clearing of ditches, curbs and gutters, catch basins, and storm drains.
- 5.4 The County shall be responsible for the surface maintenance of the road, including the repair of potholes, cracks and depressions.

6.0 Reimbursement

6.1 West Grey shall invoice the County for a lump sum total of \$6,844.79 no later than May 31, 2025 for work undertaken in the 2024/2025 Winter Maintenance Season. The amount invoiced by West Grey will increase by two (2) percent per year for each subsequent Winter Maintenance Season throughout the Term. The County shall provide payment to West Grey no later than 30 days from receipt of the invoice.

7.0 Indemnification

- 7.1 The County agrees to defend, indemnify and save and hold harmless West Grey from all claims, lawsuits, losses, expenses and costs, or any other liability imposed by statute or common law in any way connected to or in any way arising out of any actual or alleged breach, default or neglect of duty in respect of its obligations under the terms of this Agreement.
- 7.2 West Grey agrees to defend, indemnify and save and hold harmless the County from all claims, lawsuits, losses, expenses and costs, or any other liability imposed by statute or common law in any way connected to or in any way arising out of any actual or alleged breach, default or neglect of duty in respect of its obligations under the terms of this Agreement.

8.0 Insurance

8.1Each party shall, at its own expense, obtain and keep in force during the Term of this Agreement, liability insurance satisfactory to the other party, including the following terms and minimum coverage and underwritten by an insurer licensed to conduct business in the Province of Ontario:

- a) Municipal General Liability insurance on an occurrence basis for an amount of not less than Fifteen Million Dollars (\$15,000,000);
 - Inclusion of the other party as an Additional Insured with respect to the operations of the named insured;
 - ii) Cross liability and severability of Interest clauses;
 - iii) Policies shall not be invalidated as respects the interests of the Additional Insured by reason of any breach or violation on any warranties, representations, declarations or conditions;
 - iv) Non-owned automobile coverage with a limit of at least Ten Million Dollars (\$10,000,000) including SEF 96 (contractual liability);
 - v) Products and completed operation coverage with an aggregate limit of not less than Fifteen Million Dollars (\$15,000,000);
 - vi) A thirty-day written notice of cancellation, termination or material change.
- b) Automobile liability insurance for an amount not less than Ten Million Dollars (\$10,000,000) on forms meeting statutory requirements covering all licensed vehicles used in any manner in connection with the performance of the terms of this Agreement;
- c) Sudden and Accidental Environmental Liability Insurance from an insurer licensed in the Province of Ontario, for Two Million Dollars (\$2,000,000.00), per occurrence, to indemnify and hold harmless the County.
- 8.2 Each party shall provide the other party proof of insurance, each year, in the form of an insurance certificate.
- 8.3 Each party agrees to immediately notify the other party of any occurrence, incident or event which may reasonably be expected to expose either party to material liability of any kind in relation to Grey Road 27.

9.0 Health and Safety, WSIB

- 9.1 West Grey is responsible for all costs associated with its workplace accidents and all premiums or assessments owing to the Workplace Safety and Insurance Board (WSIB), or insurance company if applicable for its own employees.
- 9.2 West Grey shall, throughout the Term of the Agreement, provide evidence of coverage for itself, its employees, subcontractors and subcontractors' employees under the Workplace Safety and Insurance Act or insurance policy.
- 9.3 West Grey shall comply with the Occupational Health and Safety Act (Ontario), the Workplace Safety and Insurance Act (Ontario), the Human Rights Act (Ontario), and applicable regulations under such legislation and all other legal obligations with respect to worker health, safety and treatment.

10.0 Force Majeure

- 10.1 Neither the County nor West Grey shall be held responsible for any damage or delays as a result of war, invasions, insurrection, demonstrations, or as a result of decisions by civilian or military authorities, fire, flood, human health emergencies, strikes and generally as a result of any event that is beyond the reasonable control of the County or West Grey.
- 10.2 The County and West Grey agree that in the event of a disaster or force majeure the parties will co-operate and will each make all reasonable efforts to provide temporary replacement service until permanent service is completely restored.

11.0 Governing Law

11.1 This Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. The parties hereby irrevocably attorn to the exclusive jurisdiction of the courts of Ontario with respect to any matter arising under or related to this Agreement.

12.0 Severability

12.1 Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof.

13.0 Entire Agreement

13.1 This Agreement constitutes the entire agreement between the parties with respect to the winter maintenance for the roads which are subject to this Agreement, and supersedes all prior agreements, understandings, negotiations and discussions, whether written or oral. There are no conditions, covenants, agreements, representations, warranties or other provisions, express or implied, collateral, statutory or otherwise, relating to winter maintenance for the roads which are subject to this Agreement, except as provided in this Agreement and the attached Schedule.

14.0 Waiver and Amendment

14.1 Except as expressly provided in this Agreement no amendment or waiver of this Agreement shall be binding unless executed in writing by the party to be bound. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, nor shall any waiver of any provision of this Agreement constitute a continuing waiver, even if similar in nature, unless otherwise expressly provided.

15.0 Successors and Assigns

15.1 This Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. Neither party may assign all or any part of this Agreement without the written approval of the other party.

16.0 Notice

16.1 Any notice required to be given, served or delivered must be in writing and sent to the other party at the address indicated below, or to such other address as may be designated by notice provided by either party to the other.

For West Grey:

Clerk, West Grey Municipality of West Grey 402813 Grey Road 4 RR 2 Durham, ON N0G 1R0

Fax: 519-369-5962 clerk@westgrey.com

For the County:

County Clerk, County of Grey 595 9th Ave East Owen Sound, ON N4K 3E3

Fax: 519-376-8998 countyclerk@grey.ca

16.2 If delivered in person, it will need to be between 9:00 AM and 4:30 PM, Monday to Friday excluding statutory holidays or other business closure periods. Hand delivered notices will be considered received on the business day of delivery. Notices sent by mail will be deemed to be received on the fifth day after mailed unless mail service is disrupted. Notices delivered by fax or e-mail will be deemed to be received on the next business day after the fax or e-mail is electronically confirmed as received.

17.0 No Partnership

17.1 Nothing in this Agreement gives rise to a partnership or joint venture between the County and West Grey or to an employment relationship between the County and the employees or volunteers of West Grey in the provision of service under this Agreement.

18.0 Adherence to Laws

18.1 Both parties agree to abide by all applicable federal and provincial laws in carrying out the terms of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year set out above:

THE CORPORATION OF THE MUNICIPALITY OF WEST GREY:

Kevin Eccles, Mayor
Jamie Eckenswiller, Clerk
We have the authority to bind the Corporation.
THE CORPORATION OF THE COUNTY OF GREY:
Brian Milne, Warden
 Tara Warder, Clerk
raid value, Oloik

SCHEDULE A

Grey Road 27: Distance = 0.425 kilometres





Staff Report

Report To: Council

Report From: Geoff Aitken, CET, Director, Infrastructure and Public Works

Meeting Date: October 15, 2024

Subject: IPW-2024-36 – Access Agreement – Well – Durham Waterworks

Recommendations:

THAT in consideration of staff report 'IPW-2024-36 – Access Agreement – Well – Durham Waterworks', council authorizes the mayor and clerk to sign all necessary documents to enter into an Access Agreement with the Corporation of the County of Grey with respect to the location of the new municipal well for the Durham Waterworks.

Highlights:

- A 2024 capital project for the Durham Waterworks is the construction of a new drilled well and pump tests.
- West Grey has issued and awarded a contract to a licensed well driller.
- The new well is proposed to be on lands currently owned by the County that will be transferred from the County to West Grey.
- In the meantime, an Access Agreement is required between the County and West Grey for the project to move forward in 2024.

Previous Report/Authority:

None.

Analysis:

As part of the 2024 public works capital program, the primary project for the Durham Waterworks is the drilling and pump testing of a new municipal well. A tender has been issued and awarded with work scheduled to commence the week of October 15, 2024, on lands current owned by the County.

Time is of the essence as the new well is in proximity to the new Rockwood Terrace Long Term Care facility (LTC); and the LTC general contractor is scheduled to be working in the area of the new well in the spring of 2025. Therefore, there is an opportunity to drill the well this fall and complete the pump tests while not interfering with the LTC project; or the LTC project interfering with the well contractor. If the project does not proceed this fall, it could conceivably be 2026 before there would be access to the proposed area of the new well.

There is sufficient time before winter operations to drill the well and pump test it before freezing conditions set in. As a solution, the County has agreed to enter into an access agreement with West Grey to allow West Grey's contractor to access the site, drill the well on County lands, and complete the pump tests with the discharge entering a storm sewer constructed for the LTC project, but not in service at the time of writing this report. Failure to enter into this agreement would prolong the time frame to drill and pump test the well which would have a negative impact on future development in Durham.

Financial Implications:

There are no direct financial implications associated with this report.

The tender for the drilling of the well and the pump tests came in under budget.

Communication Plan:

Communication of this report is through the posting of council meeting agendas on the West Grey website.

Consultation:

County of Grey

Director, Legislative Services/Clerk

GSS Engineering

Attachments:

Access Agreement

Recommended by:

Geoff Aitken, CET, Director, Infrastructure and Public Works

Submission approved by:

Michele Harris, Chief Administrative Officer

For more information on this report, please contact Geoff Aitken, Director of Infrastructure and Public Works at publicworks@westgrey.com or 519-369-2200 x 227.

ACCESS AGREEMENT

This Agreement is made effective the ___ day of September 2024 (the "Effective Date") between:

THE CORPORATION OF THE COUNTY OF GREY

(the "County")

- and -

THE CORPORATION OF THE MUNICIPALITY OF WEST GREY

("West Grey")
" and collectively the "Pa

(each, a "Party" and, collectively, the "Parties")

WHEREAS Grey County is the registered owner of certain lands situated in the Municipality of West Grey, in the County of Grey more particularly described in Schedule "A" hereto (the "County Lands"), which lands are depicted in purple in the diagram contained in that Schedule;

AND WHEREAS West Grey is considering the acquisition and development of a portion of the County Lands for a new municipal well;

AND WHEREAS West Grey proposes to carry out certain works including hiring a drill contractor to drill a well and perform pump tests on a portion of the County Lands (the "Municipal Well Lands" shown in green in the diagram contained in Schedule A and further depicted in Schedule B – Well Location Plan);

AND WHEREAS the Parties have agreed that it would be mutually beneficial to outline the terms and conditions pursuant to which the County will provide its consent to West Grey accessing a portion of the County Lands to carry out such works;

NOW THEREFORE in consideration of the mutual terms, conditions and covenants contained herein, the sum of Ten Dollars (\$10.00) now given by each party to the other, and the exchange of other good and valuable consideration (the receipt and sufficiency of all of which is confirmed) the Parties agree and covenant with each other as follows:

1. DEFINITIONS AND INTERPRETATION

1.1. Definitions:

- (a) "Business Day" means a day on which the County's administrative office in Owen Sound is open for the conduct of administrative business;
- (b) "County Costs" means the reasonable and verifiable costs and expenses of the County, including the cost of labour, equipment and materials, plus a reasonable overhead charge of 10%;
- (c) "County Representative" means the Deputy CAO or the individual designated by them;
- (d) "Emergency" means an unforeseen situation where immediate action must be taken to preserve the environment, public health, safety or an essential service;
- (e) Rockwood Terrace General Contractor is the contractor that has been retained by the County to build the new Rockwood Terrace being Melloul-Blamey.
- (f) "Site" means the Municipal Well Lands and the lands required to access the Municipal Well Lands depicted as the Access Lands on Schedule A;
- (g) "Users" means West Grey's officers, employees, agents, invitees, consultants and contracting parties;

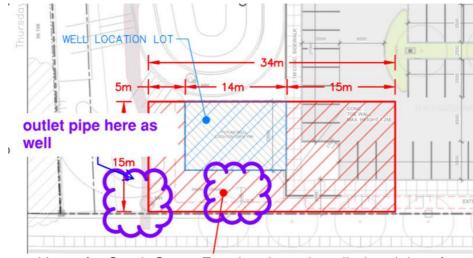
- (h) West Grey's Well Contractor means any subject matter expert employed, contracted or retained by West Grey for the purposes of performing the planning, design, construction, testing, managing or maintain the well works and includes, but is not limited to, Engineers or contractors.
- "Work" means any activity by any person engaged or directed by West Grey and any of its employees, consultants, agents, contractors or subcontractors;

and the terms defined in the recitals above have the same meaning.

1.2. The recitals above are true in substance and fact.

2. USE OF SITE

- 2.1. The County hereby consents to West Grey accessing and using the Municipal Well Lands for the purpose of drilling a well and performing pump tests for its proposed use for development and construction of a new municipal well (collectively, the "Access Purposes"), and for such purposes grants West Grey a limited license to access the Municipal Well Lands and the Access Lands, which license may be enjoyed by West Grey and its Users (the "License") subject to the following conditions:
 - (a) That West Grey and West Grey's Well Contractor will coordinate any works associated with the well project with the Rockwood Terrace General Contractor to ensure that the well works will not interfere or cause any disruption with the Rockwood Terrace Long-term Care project works.
 - (b) That any requirements associated with the well works will be the responsibility of West Grey and/or West Grey's Well Contractor
 - (c) That any access upgrades (both design and construction) required for the well works to access the well works project area will be the responsibility of West Grey.
 - (d) Installing temporary construction fence surrounding the well works project area to provide proper site separation of the well works from the Rockwood Terrace construction project.
 - (e) Ensuring that the proposed inlet and outlet(s) for discharge of well water as depicted on Schedule C Water Well Pump Discharge Plan is adequately sized to handle the well water discharge and that no impacts will be caused to the storm drains and/or any properties from the well water discharge. Any damage to the storm drains caused by the water well pumping will be the responsibility of West Grey.
 - (f) Obtaining any permits and/or permissions to perform drilling of well, extraction of well water, and discharge of well water.
 - (g) If the well site is discontinued by West Grey, that any well drilled on site would need to be properly decommissioned.
 - (h) The areas shown in the purple bubbled areas on the sketch below shall be avoided as a result of infrastructure associated with the Rockwood Terrace Early Works project already being installed within these areas.



- (i) The road base for South Street East has been installed and therefore should be respected, protected and restored to same or better condition, in accordance with Article 5 of this Agreement, based on any damage caused by accessing to the Municipal Well Lands and Access Lands.
- (j) Restoring the area of the Municipal Well Lands and Access Lands to the same or better condition in accordance with Article 5 of this Agreement.
- (k) Ensuring that the West Grey Well Contractor performing the works associated with the municipal well implements proper Erosion and Sediment Control Measures.
- (I) Any due diligence and liability associated with the well project will be solely the responsibility of West Grey and the West Grey Well Contractor.
- (m) The County, its elected and appointed officials, officers, employees, contractors, agents, successors and assigns and any consultants working on the County's behalf (including but not limited to, Melloul-Blamey, Kasian, Ted Handy and Associates, Colliers, EXP, JT Excavating, etc.) on the Rockwood Terrace Redevelopment project shall be indemnified from any and all matters associated with the well project works.
- 2.2. The License includes Work carried on in support of the Access Purposes and any other Work as may be approved by the County Representative including, but not limited to, any survey work on the Municipal Well Lands, provided that all Work to be carried on is subject to the terms and conditions of this Agreement and to be performed in accordance with all applicable municipal by-laws, rules, policies, standards and guidelines ("Municipal Rules").
- 2.3. West Grey agrees that neither it nor its Users, in the exercise of their rights under this Agreement, may interfere with the use and enjoyment of the County Lands, except as may be reasonably necessary to carry out the Work.
- 2.4. Grey County makes no representations or warranties as to the state of repair of the Site or the suitability or fitness of the Site for any activity or purpose whatsoever, and West Grey hereby agrees that the User's entry onto the Site is on an "as is" basis.
- 2.5. The Parties acknowledge and agree that the use of the Site under this Agreement shall not create nor vest in West Grey any ownership or property rights in the Site, and that this Agreement does not create any relationship between the Parties in the nature of a partnership or joint venture or establish any other common intention or purpose.

3. PERMISSION TO CONDUCT SPECIFIC WORK

3.1. Unless otherwise agreed to by the County, West Grey shall, prior to any Work

being undertaken submit the following to the County Representative:

- (a) plans of the proposed Work, showing the nature and locations where the Work is proposed to take place and the remediation Work to return the Site to its original condition;
- (b) information as to who will do the Work at the Site and confirmation that such person(s) have full Workplace Safety and Insurance Board coverage or alternate satisfactory insurance coverage against workplace injury and confirmation of insurance against liability claims of any person not a party to this Agreement in an amount not less than \$2 million per incident.
- 3.2. No Work proposed by West Grey pursuant to section 3.1 may be commenced until the County's consent is provided by the County Representative, which consent shall not be unreasonably withheld.

4. MANNER OF WORK

- 4.1. All Work shall be conducted and completed in accordance with all applicable laws, the Municipal Rules and the plans provided to obtain the consent contemplated in Article 3 of this Agreement.
- 4.2. The County may order the stoppage of the Work for any Emergency, other *bona fide* municipal purpose or cause relating to public health and safety or for non-compliance with section 4.1.
- 4.3. West Grey and the County shall provide to each other a list of 24-hour emergency contact personnel, available at all times, including contact particulars, and shall ensure that the list is kept current.

5. REMEDIAL WORK

5.1. Following the completion of any Work, West Grey shall, at its sole and absolute expense, leave the Site in a neat, clean, and safe condition free from nuisance and as close as possible to the condition of the Site prior to the Work, all subject to the satisfaction of the County.

6. FEES AND OTHER CHARGES

6.1. West Grey covenants and agrees to pay to the County the County Costs relating to any Work Grey County is left to do in order to achieve compliance by West Grey and its Users with this Agreement.

7. TERM AND TERMINATION

- 7.1. This Agreement shall have a Term of one year commencing on the Effective Date.
- 7.2. Either Party may terminate this Agreement without further obligation to the other Party, upon providing at least 5 business days notice. Notwithstanding the expiry or earlier termination of this Agreement, each Party shall continue to be liable to the other Party for all payments due and obligations incurred hereunder prior to the date of such expiry or termination.

8. <u>INSURANCE</u>

8.1 West Grey shall during the entire term of this Agreement and any renewals thereof, at its own cost and expense, take out and keep in full force the following insurance coverage with respect to all activities arising from this Agreement and shall provide proof thereof (by way of a copy of a certificate of insurance) to the County. This

insurance shall be primary, non-contributing with and not excess of any other insurance available to the County. The policies shall be underwritten by an insurer licensed to do business in the Province of Ontario. Such policies shall include but not be limited to:

- (a) General Liability insurance on a per occurrence basis for an amount of not less than Five Million Dollars (\$5,000,000); such policy to include, but not be limited to, non-owned automobile liability; personal injury; broad form property damage; blanket contractual liability; owners and contractors protective liability; products and completed operations liability; contingent employers' liability; and, shall include cross liability and severability of interest clauses, in which the Corporation of the County of Grey shall be named as an Additional Insured thereunder, with respect to the operations, acts and omissions of West Grey and its Users relating to the West Grey's obligations under this Agreement, and which policy shall not be invalidated as respects the interests of the County by reason of any breach or violation on any warranties, representations, declarations or conditions; and
- (b) Automobile Liability insurance for an amount not less than Two Million Dollars (\$2,000,000) on forms meeting statutory requirements covering third party property damage and bodily injury liability (including accident benefits) covering all licensed vehicles used in any manner in connection with the performance of the terms of this Agreement and as required by applicable laws.

9. <u>LIABILITY AND INDEMNIFICATION</u>

- 9.1 For the purposes of this Article 9, the following definitions shall apply:
 - (a) "County" means the County and its elected and appointed officials, officers, employees, contractors, agents, successors and assigns;
 - (b) "Claims" means any and all claims, actions, causes of action, complaints, demands, suits or proceedings of any nature or kind;
 - (c) "Losses" means, in respect of any matter, all losses, damages, liabilities, deficiencies, Costs and expenses;
 - (d) "Costs" means those costs (including, without limitation, all legal and other professional fees and disbursements, interest, liquidated damages and amounts paid in settlement, whether from a third party or otherwise) awarded in accordance with the order of a court of competent jurisdiction, the order of a board, tribunal or arbitrator or costs negotiated in the settlement of a Claim; and
 - (e) "Hazardous Substance" means any harmful substance including, without limitation, electromagnetic or other radiation, contaminants, pollutants, dangerous substances, dangerous goods and toxic substances, as defined, judicially interpreted or identified in any applicable law (including the common law);
 - (f) "West Grey" means West Grey and its elected and appointed officials, officers, employees, contractors, agents, successors and assigns;

9.2 Indemnification by West Grey

(a) West Grey shall indemnify the County from Claims, Losses and Costs made by or awarded to any person, including but not limited to West Grey's Users, arising out of activities arising under this Agreement or in connection with the use of the Site by West Grey and its Users, whether or not such Claims, Losses and Costs are caused by the negligence of West Grey or its Users. This indemnity shall extend to protect the County from construction liens by contractors, mechanics, and suppliers (which are expressly prohibited), which shall be deemed to include all purchases of expendables, consumables, and other merchandise.

- (b) In the event of any Claims, the County shall give West Grey timely written notice thereof, and West Grey shall have the right to defend or settle the same to the extent of its interest hereunder. West Grey shall promptly accept all responsibility to defend or settle such matters. Further, in the event it is necessary for the County to incur any expenses whatsoever to enforce this provision, all such expenses shall in their entirety be paid by West Grey.
- 9.3 West Grey agrees that the County is not responsible, either directly or indirectly, for any damage to the natural environment or property, including any nuisance, trespass, negligence, or injury to any person, howsoever caused, arising from the presence, deposit, escape, discharge, leak, spill or release of any Hazardous Substance in connection with the occupation or use of the Site by West Grey and its Users unless such damage was caused directly by the negligence or wilful misconduct of the County or those for which it is responsible in law.
- 9.4 West Grey agrees to assume all environmental liabilities, claims, fines, penalties, obligations, costs or expenses whatsoever relating to its use of the Site, including, without limitation, any liability for the clean-up, removal or remediation of any Hazardous Substance on or under the Site that result from:
 - (a) The occupation, operations or activities of West Grey or its Users, or by any other person with the express or implied consent of West Grey within the Site; or
 - (b) Any equipment brought or placed within the Site by West Grey or its Users, or by any other person with the express or implied consent of West Grey;

unless such damage was caused directly by the negligence or wilful misconduct on the part of the County or those for which it is responsible in law.

10. NOTICES

10.1 Any notice required to be given, served or delivered must be in writing and sent to the other party at the address indicated below, or to such other address as may be designated by notice provided by either party to the other.

If to the County:

County Clerk
County of Grey Administration Building
595 9th Ave East
Owen Sound, ON N4K 3E3
Fax: 519-376-8998

countyclerk@grey.ca

If to West Grey:

Jamie Eckenswiller, Director of Legislative Services/Clerk The Municipality of West Grey 402813 Grey County Road 4, RR.2 Durham, ON N0G 1R0 Fax: 519-369-5962 clerk@westgrey.com

10.2 Any notice to be given by either party to the other shall, in the absence of proof to the contrary, be deemed to have been received by the addressee if delivered personally on the day of delivery, if sent by prepaid registered post, then on the second business day following the registration thereof sent by ordinary mail, then on the fifth business day following the date on which it was mailed; or if sent by facsimile or email on a business day, or the following business day, upon confirmation of successful transmission of the notice.

11 GENERAL

- 11.1 This Agreement, together with the Schedules attached hereto, constitutes the complete and exclusive statement of the understandings between the Parties with respect to the rights and obligations hereunder and supersedes all proposals and prior agreements, oral or written, between the Parties.
- 11.2 In this Agreement, words importing the singular include the plural and vice versa, words importing gender, include all genders.
- 11.3 The division of this Agreement into sections and subsections and the insertion of headings are for convenience of reference only and do not affect the interpretation of this Agreement. Unless otherwise indicated, references in this Agreement to a section, subsection or schedule are to the specified section or subsection of or schedule to this Agreement.
- 11.4 A reference to a statute includes all regulations and rules made pursuant to the statute and, unless otherwise specified, the provisions of any statute or regulation which amends, supplements or supersedes the statute or the regulation.
- 11.5 Where the word "including" or "includes" is used in this Agreement it means "including (or includes) without limitation as to the generality of the foregoing".
- 11.6 Unless otherwise indicated, references in this Agreement to money amounts are to the lawful currency of Canada.
- 11.7 This Agreement may not be assigned, in whole or in part, without the prior written consent of the other Party.
- 11.8 Each Party shall at all times act reasonably in the performance of its obligations and the exercise of its rights and discretion under this Agreement.
- 11.9 Except as expressly provided in this Agreement, no modification of or amendment to this Agreement shall be effective unless agreed to in writing by the County and West Grey.
- 11.10 The terms and conditions contained in this Agreement that by their sense and context are intended to survive the performance thereof by the Parties hereto shall so survive the completion of performance, the expiration and termination of this Agreement, including, without limitation, provisions with respect to indemnification and the making of any and all payments due hereunder.
- 11.11 This Agreement shall be governed by the laws of the Province of Ontario and all federal laws of Canada applicable therein.
- 11.12 Failure by either Party to exercise any of its rights, powers or remedies hereunder or its delay to do so shall not constitute a waiver of those rights, powers or remedies. The single or partial exercise of a right, power or remedy

- shall not prevent its subsequent exercise or the exercise of any other right, power or remedy.
- 11.13 If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision and everything else in this Agreement shall continue in full force and effect.
- 11.14 This Agreement is and shall be binding upon and inure to the benefit of the Parties hereto and their respective legal representatives, successors, and permitted assigns.
- 11.15 Either Party may, in addition to any other remedies it may have at law or equity, seek equitable relief, including without limitation, injunctive relief, and specific performance to enforce its rights or the other Party's obligations under this Agreement.
- 11.16 This agreement may be executed in counterparts, each of which is deemed an original, but all of which constitute one and the same agreement. Delivery of an executed counterpart of this agreement electronically shall be effective delivery of an original executed counterpart of this agreement.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement by their duly authorized representatives.

THE CORPORATION OF THE MUNICIPALITY OF WEST GREY

Kevin Ec	cles, Mayor
Jamie Ed	kenswiller, Director of Legislative Services/Cler
THE CO	RPORATION OF THE COUNTY OF GREY
Brian Mil	ne, Warden
Tara Wa	der. Clerk

SCHEDULE "A"

<u>LEGAL DESCRITPION OF COUNTY LANDS – Highlighted in purple below and the MUNICIPAL WELL LANDS – highlighted in green below and Site (Municipal Well Lands and Access Lands) – highlighted in yellow and green</u>

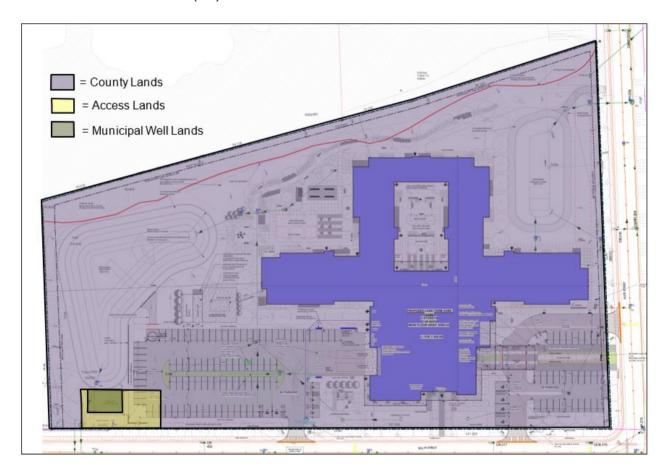
County Lands

Firstly: Part of Park Lots 9, 10 and 11 North Side of South Street East, Plan 500 Durham; Part of South Street and Part of Rock Street (Closed by Inst. DH5059), Plan 500 Durham; Being Parts 2, 6 and 7 Plan 16R-11435, Part 2 Plan 16R-12011; Municipality of West Grey, County of Grey being Part of PIN 37320-0230 (LT); and

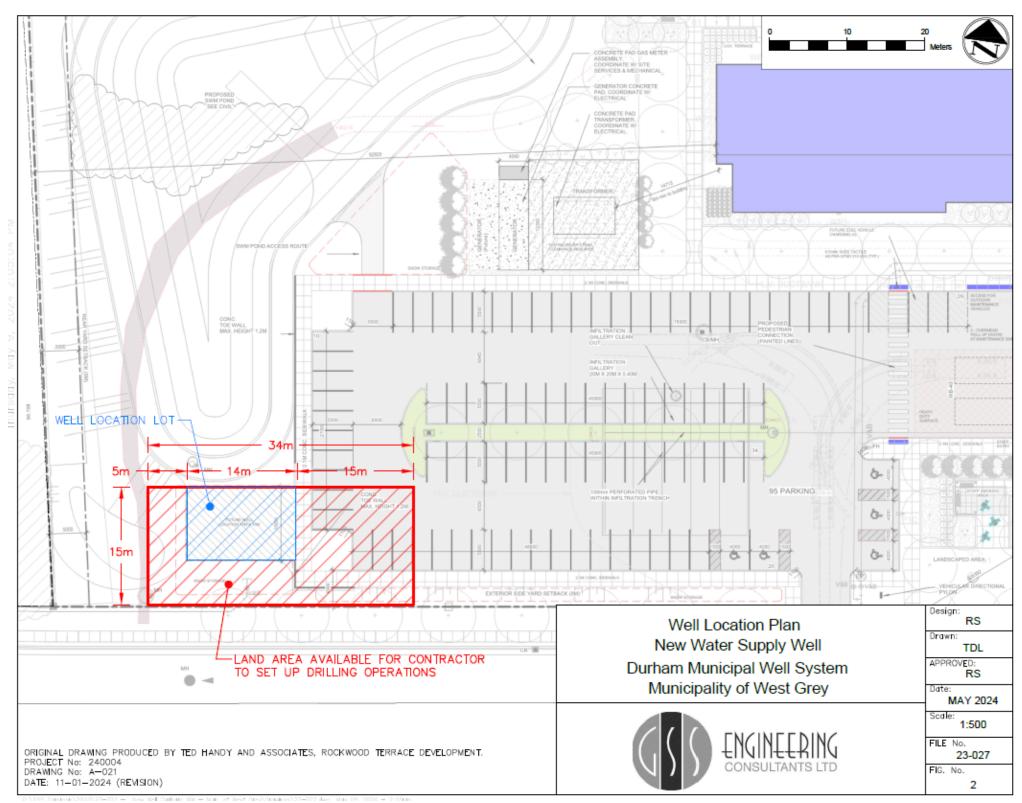
Secondly: Part of Park Lot 11 North Side of South Street East Plan 500 Durham being Part 1 17R-1602 (Closed by Bylaw 2024-041 Registered as GY260473); Together with and Easement as in GS142617; Municipality of West Grey, County of Grey being all of PIN 37320-0234.

Municipal Well Lands and Access Lands

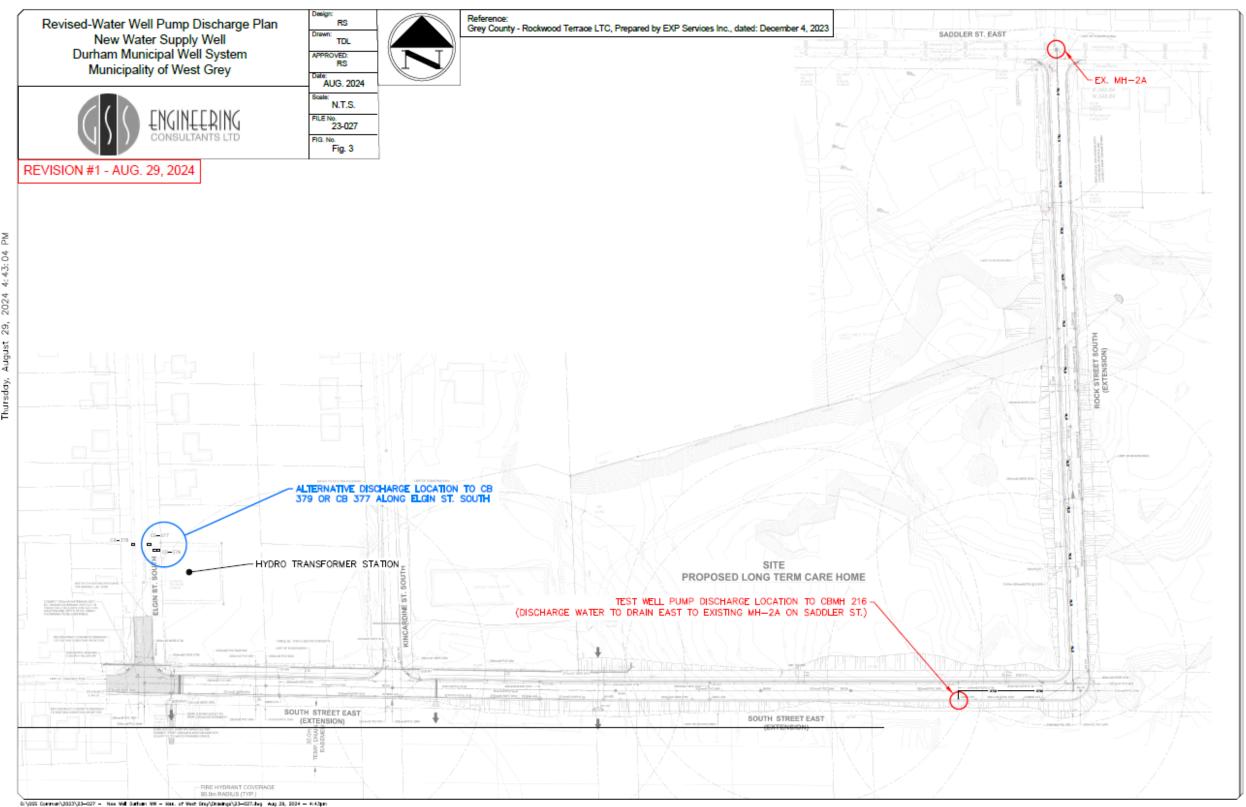
Part of Park Lot 9 North of South Street East, Plan 500 Durham; Being a portion of the lands identified as Part 2 Plan 16R-11435; Municipality of West Grey, County of Grey; Said lands consisting of an area approximately 15 metres by 34 metres and are more particularly shown in the diagram attached to Schedule "B" of this Agreement. Part of PIN 37320-0230 (LT)



SCHEDULE "B"
Well Location Plan



SCHEDULE "C"
Water Well Pump Discharge Plan





The Corporation of the Municipality of West Grey Bylaw No. 2024-085

A bylaw to confirm the proceedings of the regular meeting of the council of the Corporation of the Municipality of West Grey.

WHEREAS Section 5(3) of the *Municipal Act, 2001*, as amended, provides that a municipal power, including a municipality's capacity, rights, powers and privileges under section 9, shall be exercised by bylaw unless the municipality is specifically authorized to do otherwise; and

WHEREAS Section 8 of the *Municipal Act, 2001*, as amended, provides that the powers of a municipality shall be interpreted broadly to enable it to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues; and

WHEREAS the council of the Corporation of the Municipality of West Grey deems it expedient to adopt, confirm and ratify matters dealt with at all meetings of council;

NOW THEREFORE the council of the Corporation of the Municipality of West Grey hereby enacts as follows:

- 1. That the proceedings and actions taken by the council of the Municipality of West Grey at the regular council meeting of October 15, 2024 and in respect of each report, motion, recommendation, bylaw and any other business conducted are, except where the prior approval of the Ontario Land Tribunal or other authority is required by law, hereby adopted and confirmed and shall have the same force and effect as if each and every one of them had been the subject matter of a separate bylaw duly enacted.
- 2. The mayor and proper officials of the Corporation of the Municipality of West Grey are hereby authorized and directed to do all things necessary to give effect to the action of the council of the Corporation of the Municipality of West Grey referred to in the preceding section thereof.
- 3. That on behalf of the Corporation of the Municipality of West Grey the mayor or presiding officer of council and the clerk or CAO, where instructed to do so, are authorized and directed to execute all documents necessary, and to affix the seal of the Corporation of the Municipality of West Grey thereto.
- 4. That this bylaw shall come into force and take effect upon being passed by council.

Read a first, second and third time	and finally passed this 15 th day of October, 2024.
Mayor Kevin Eccles	Jamie M. Eckenswiller, Clerk